

**Agreement For Field Experience Between
The Duval County School Board and the Board of Regents of the University
System of Georgia by and on behalf of the Valdosta State University**

THIS AGREEMENT is made between the Board of Regents of the University System of Georgia by and on behalf of the Valdosta State University (hereinafter "University"), located at 1413 N. Patterson St., Valdosta, Georgia 31698 and The School Board of Duval County, Florida (hereinafter "District"), located at 1701 Prudential Drive, Jacksonville, Florida. The University and the District in this Agreement may be referred to individually as a Party and collectively as the Parties.

WHEREAS, the University has a curriculum leading to a doctoral degree in speech-language pathology; and

WHEREAS, clinical education and experience is a required and integral component of the University's curriculum; and

WHEREAS, the District wishes to assist the University in developing and implementing the clinical education experience for the University's speech-language pathology students within the University's Master's program.

NOW, THEREFORE, in consideration of the mutual agreement set forth herein the University and the District agree as follows:

I. Incorporation of Recitals. The Parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

II. Term. This Agreement shall become effective Monday, August 15, 2022 and shall remain in effect until August 14, 2023, unless otherwise sooner terminated as hereinafter provided. Either party may terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to the other party pursuant to Section VII.B herein. If this Agreement should be terminated for convenience as provided herein, any student(s) currently assigned to the University at the time of termination shall be given the opportunity to complete his, her or their clinical education assignments at the University, such completion not to exceed three (3) months. The Parties reserves the right to terminate a clinical education assignment and or withdrawal any student from a clinical education assignment if the either Party determines that conditions at the assignment is detrimental to students' personal wellbeing or to the stated objectives of the clinical education assignment.

III. Mutual Responsibility of the University and the District.

A. The Parties will cooperate to establish objectives for clinical education and devise methods for implementing these objectives and evaluating their effectiveness.

B. The Parties will determine the number of students to be assigned to the District and the length of the clinical education experiences required to achieve the established educational objective.

C. **Non-Discrimination.** Contractor represents to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

D. **Confidentiality of Student Records.** The Parties understand and agree that this Agreement is subject to all federal and state laws and District rules relating to the confidentiality of student information. The Parties further agree to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. The Parties shall regard all student information as confidential and will not disclose the student information to any third party.

IV. Responsibilities of the University.

A. The University will assume overall responsibility for developing and implementing the education program in speech-language pathology curriculum.

B. The University will refer to the District only those students who are enrolled in the University's Curriculum and who have satisfactorily completed the academic prerequisites for clinical education experience.

C. The University will designate a person or persons to direct the clinical education programs at the University and to act as liaison for the University, the District and the student(s).

D. The University will be responsible for the determination of a student's final grade for clinical education experience(s).

E. The University will notify the District of its planned schedule of student assignment(s), including the dates of clinical experience(s), the name(s) of the student(s) and the level of academic and preclinical preparation of each student.

F. The University will provide the District with educational objectives and evaluation forms for each clinical education assignment.

G. The University will maintain communication with the District on matters pertaining to clinical education. Such communication may include, but not be limited to, on-site visits to the District, workshops, meetings and the provision of education materials relevant to the clinical education program.

H. The University will advise students assigned to the District of their responsibility for complying with this Agreement and the existing rules and regulations of the Facility, including the responsibility for undergoing a level II background screening prior to placement at the District and complying with any physical examination requirements for the District. The University shall not permit persons to interact with students at the District under this Agreement if any such person does not meet the standards under Florida law and the District's hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

V. Responsibilities of the District.

A. The District will provide qualified staff, patients, physical facilities, clinical equipment and materials in accordance with clinical education objective as agreed upon by the District and the University.

B. The District will provide each assigned student with a planned, supervised program of clinical experience.

C. The District will provide each assigned student with an orientation to the District including a copy of pertinent rules and regulation of the District.

D. The District will designate one person to serve as coordinator of clinical education for the District and to act as liaison with the University.

E. The District will evaluate the performance of the assigned student(s) in writing, using forms provided or approved by the University. Evaluation

materials will be forwarded or delivered to the University within one week of the conclusion of the clinical education assignment at the District.

- F. The District will advise the University at the earliest possible time of any changes in its operation, policies or personnel which may affect clinical education.
- G. The District will advise the University of the earliest possible time of any serious deficiency noted in an assigned student's performance. It will then be the mutual responsibilities of the students, the District and the University to advise a plan by which the student may be assisted toward achieving the stated objectives of the clinical education assignment.

VI. Responsibilities of the Student.

- A. The student is required to comply with this agreement, all applicable policies, procedures and rules of the Facility, the School and the Code of Ethics of the American Speech-Language-Hearing Association.
- B. The student is required to maintain health insurance or be responsible for medical expenses incurred during a clinical education assignment.
- C. The student is responsible for demonstrating professional behavior appropriate to the environment of the District, including protecting the confidentiality of the patient information and maintaining high standards of patient care.
- D. The student understands and agrees that they are subject to all federal and state laws and District rules relating to the confidentiality of student information. The student further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. The student shall regard all student information as confidential and will not disclose the student information to any third party.
- E. The student is responsible for making appropriate arrangements for transportation to and from housing, if necessary, and assuming any travel or living expenses incurred in relation to clinical education.
- F. The student is responsible for evaluating his or her clinical education experience using forms provided by the University and/or the District.
- G. The student has the right to request withdrawal from a clinical assignment, giving notice and cause in writing to both the District and the University fifteen (15) calendar days prior to leaving the assignment.

VII. Responsibilities of the University and Students from the University.

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. School and student understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, school and student agrees to:

A. Keep and maintain public records required by the District in order to perform the service.

B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the University or student does not transfer the records to the Facility.

VIII. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the University and student, or keep and maintain public records required by the District to perform the service. If the University or student transfers all public records to the District upon completion of this Agreement, the University or a student shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the University or student keeps and maintains public records upon completion of this Agreement, the University and student shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

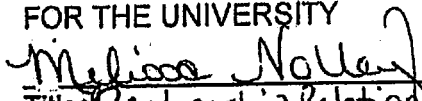
IF THE UNIVERSITY OR A STUDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL OR STUDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE FACILITY'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

IX. Miscellaneous.

A. Insurance. District certifies that it is self-insured pursuant to the provisions of §768.28 (16), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in the Agreement. District shall insure that University receives immediate notification of reduction in or cancellation of coverage. University agrees to maintain insurance coverage according to the types and levels of insurance set forth in Exhibit A to this Addendum. The term "CONTRACTOR/VENDOR" in Exhibit A, shall mean the "University" under this Agreement.

B. Notice. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

FOR THE UNIVERSITY


Title: Partnership Relations Specialist
Office of Clinical Experiences & Certification
1500 N. Patterson Street
Valdosta, Georgia 31698
Email:

FOR THE DISTRICT

Amy Valentine
Executive Director, EESS
Duval County Public Schools
1701 Prudential Drive
Jacksonville, FL 32207
Email: Beliakoffa@Duvalschools.org

With a copy to:

Dr. Diana Greene, Superintendent
Duval County Public Schools
1701 Prudential Drive
Jacksonville, FL 32207

C. No Waiver. Any failure of a party to enforce that party's right under any provision of this agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

D. **Hold Harmless/Indemnification.** Subject to the limitations of §768.28, Florida Statutes, the Facility agrees to indemnify and hold harmless the School from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Facility arising out of or in connection with the provisions of this Agreement. The School agrees to hold harmless and defend the Facility from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School arising out of or in connection with the provisions of this Agreement. If the School is a state agency or subdivision as defined in § 768.28, Florida Statutes, nothing herein shall be construed to extend the School's liability beyond that provided in § 768.28, Florida Statutes.

E. **Jessica Lunsford Act.** All District and Contractor employees, appointees, or agents who come into contact with students as part of the Agreement must submit a background check, in a manner prescribed by District (including compliance with sections 1012.315 and 1012.467, Florida Statutes). Any non-District personnel associated with the Agreement and who may come into contact with students as part of the Agreement will be screened at Contractor's expense. Contractor shall not permit persons to provide services to student under this Agreement if any such person does not meet the standards under Florida law and the District's hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

F. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

G. **Sovereign Immunity.** Except as otherwise provided by Florida Law, neither the execution of this Agreement by the Facility nor any other conduct, action or inaction of any Facility representative relating to the Agreement is a waiver of sovereign immunity by the Facility.

H. **Entire Agreement.** This Agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

I. **Severability.** If any clause or provision of the Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of the Agreement shall not be affected thereby; and in lieu of each clause or provision of the Agreement which is illegal, invalid or unenforceable, there shall be added, as part of the Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

J. **Assignment.** Neither the Agreement, nor any portion thereof may be assigned by Contractor, in whole or in part, without the prior written consent of the Facility.

K. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.

L. **No Waiver.** The failure of either party to enforce any provision of the Agreement will not constitute a waiver of future enforcement of that or any other provisions.

M. **Counterparts.** This Agreement may be executed in one or more counterparts and via facsimile signature, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement. Signature pages delivered by email as PDG files or other electronic signatures hereto shall be considered originals for purposes of this Agreement.


N. **Representations by Contractor.** If Contractor is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement and this Addendum on behalf of Contractor is authorized to do so.

Intending to be legally bound, the parties have signed this instrument and delivered it the day and year first written.

[Signatures on Next Page]


[Signature page to the Agreement For Field Experience Between The School Board Of Duval County, Florida And The Board of Regents of the University System of Georgia by and on behalf of the Valdosta State University, dated effective August 15, 2022]

**THE BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA BY AND ON BEHALF OF
THE VALDOSTA STATE UNIVERSITY**

DocuSigned by:

By: Robert T. Smith
Name: Dr. Robert T. Smith
Title: Provost & VPAA

Approved as to form
Valdosta State University
Office of Legal Affairs
Justin M. Arrington, Chief Legal Affairs Officer
October 20, 2022

DUVAL COUNTY SCHOOL BOARD


By: Dr. Diane Greene
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: Signature not required per Policy 7.411
Darryl Willie, Chairman

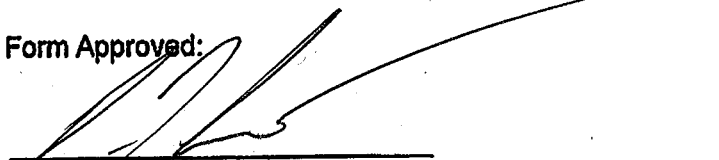
Form Approved:

Office of General Counsel

EXHIBIT A

Insurance Requirements

A. REQUIRED INSURANCE. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement.

1. **Workers' Compensation/Employers Liability:** The Workers' Compensation and Employers' Liability Insurance provided by the Contractor shall conform to the requirements set forth herein.

a. The Contractor's insurance shall cover the Contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida (herein, the "State") by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

b. The policy must be endorsed to waive the insurer's right to subrogate against the District, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with the District, and its members, officials, officers and employees scheduled thereon.

c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

d. The Contractor may be relieved of providing Workers' Compensation coverage provided an exemption form is submitted from the State Division of Workers Compensation stating the Contractor is exempt from the insurance requirement under F.S. 440.

2. **Commercial General Liability.** The Commercial General Liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The Contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

(1) The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

(2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

b. The limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

c. The Contractor shall include the District and the District's members, officials, officers and employees as "additional insured's" on the Commercial General Liability coverage. The coverage afforded such additional insured's shall be no more restrictive than that which would be afforded by adding the District and the District's members, officials, officers and employees as additional insured's on the latest edition of the Additional Insured - Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State by the Insurance Services Office.

d. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The Contractor shall pay on behalf of the District or the District's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the District or the District's member, official, officer or employee for which the District or the District's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State by ISO without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

b. The District and the District's members, officials, officers and employees shall be included as "additional insured's" in a manner no more restrictive than that which would be afforded by designating the District and the District's members, officials, officers and employees as additional insured's on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

c. The limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

4. Professional Liability. The professional liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The professional liability insurance shall be on a form acceptable to the District and shall apply to those claims which arise out of Services performed by or on behalf of the Contractor pursuant to this Agreement which are first reported to the Contractor within four years after the expiration or termination of this Agreement.

b. If the insurance maintained by the Contractor also applies to services other than Services under this Agreement, the limits of insurance maintained by the Contractor shall not be less than \$1,000,000 per claim/annual aggregate. If the insurance maintained by the Contractor applies exclusively to the Services under this Agreement, the limits of insurance maintained by the Contractor shall not be less than \$1,000,000 per claim/annual aggregate.

c. Except as otherwise specifically authorized in this Agreement, the insurance may be subject to a deductible not to exceed \$15,000 per claim.

d. The Contractor shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Agreement which are reported to the Contractor or the insurer within four years after the expiration or termination of this Agreement.

B. EVIDENCE OF INSURANCE. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement. The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the Contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the District, identify this Agreement, and provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the Contractor shall furnish the District with:

a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the District and the District's members, officials, officers and employees as Additional Insured's in the Commercial General Liability coverage.

b. An original copy of the policy (or policies).

3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in this Agreement, the Contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the Contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. INSURERS QUALIFICATIONS/REQUIREMENTS:

1. Insurers providing the insurance required by this Agreement for the Contractor must either be:

a. Authorized by a subsisting certificate of authority issued by the State to transact insurance in the State, or

b. An eligible surplus lines insurer under State Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure; the Contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the Contractor shall be in default of this Agreement.

D. Primary and Non-Contributory. The insurance provided by the Contractor pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the District or the District's member, official, officer or employee.

E. Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the, Contractor or its Subcontractors or Sub-subcontractors, employees or

agents to the District or others. Any remedy provided to the District or the District's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. District Approval: Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by this Agreement.