

**AFFILIATION AGREEMENT BETWEEN
DAYTONA STATE COLLEGE
AND
SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

WHEREAS, DAYTONA STATE COLLEGE desires to enter into an Affiliation Agreement with THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, for educational purposes for the benefit of the students at DAYTONA STATE COLLEGE;

NOW, THEREFORE, the parties agree as follows:

I. PARTICIPATING AGENCIES

The participating agencies in this agreement are the DAYTONA STATE COLLEGE (hereinafter designated as "College") and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter designated as "Board").

II. STATEMENT OF AGREEMENT BETWEEN THE PARTIES

This is a mutual agreement between the administration of the College and the Board to accept students from the College for supervised learning experiences in Occupational Therapy Assistant and Physical Therapist Assistant, in accordance with the provisions set forth in this Agreement.

III. EFFECTIVE DATES OF THE AGREEMENT

This Agreement shall begin on the date of signing by the President of the Board of Trustees and shall terminate three (3) years from the date of signing unless terminated by either party in accordance with Paragraph IX herein.

IV. GENERAL PROVISIONS OF THE AGREEMENT

- A. The education of the student(s) shall be the primary purpose of the program.

- B. The College shall be primarily responsible for the education of the student(s).
- C. The Board agrees to share in the responsibility for the education of the student(s) through cooperation and assistance by its staff with the faculty of the College and in the guidance and supervision of students.
- D. The faculty of the College shall be responsible for selecting learning experiences for the student(s) with the assistance and cooperation of the Board personnel who are directly involved.
- E. The College agrees to comply with the established policies and practices of the Board as long as said practices and policies are in compliance with applicable state and federal laws.
- F. The Board agrees to allow students and faculty to use the facilities provided for personnel, as appropriate, for teaching and learning.

V. **THE COLLEGE'S RESPONSIBILITY**

- A. To maintain standards and to employ qualified professional personnel as stated in the Rules and Regulations of the Department of Education.
- B. The College faculty shall be responsible for:
 - 1. Selecting rotation assignments and learning experiences in cooperation with the Board personnel responsible for the particular area of training.
 - 2. Planning for concurrent related instruction (informal and format classroom) as needed to meet the objective of the program.
 - 3. Maintaining individual records of class and work instruction, evaluation of student competency and health.
 - 4. Preparing a schedule for services to be used for experience and securing the approval of the plan from the appropriate Department Chairperson and submitted to the Board prior to the beginning of the experience. Before any major changes are made in the plan, they will be discussed and approved by the Department Chairperson and Administrator of said Board.

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5. Preparing each team for the learning experiences of the students. Any scheduling and facilities or sites to be utilized will be planned cooperatively by the faculty of the College and staff of the Board.
 6. Utilizing proper channels and personnel in the planning and conducting of the learning experiences for the students.
 7. Allowing adequate time for student orientation or other requirements of the Board.
- C. The College is a participant in the Florida Community College Risk Management Consortium.
 - D. The College will insure that students assigned to the Board undergo and pass background screening requirements set forth in Fla. Stat. 1012.56, 1012.465, 1012.467 and 1012.468.

IV. **THE BOARD'S RESPONSIBILITY**

- A. To make available to faculty and students institutional facilities, equipment and services, as appropriate, for planned learning experience.
- B. To assist the instructor to see that the students follow the assigned schedule and that they complete the required number of procedures within the allotted time unless otherwise agreed upon by the Board and the College.
- C. To assist the instructor to see that students are performing those procedures which are covered in the curriculum.
- D. To provide adequate lighting and ventilation in facilities/classrooms assigned for the faculty and student use.
- E. To sign, if applicable, a form indicating student's participation.
- F. To include members of the faculty of the College in staff meetings when policies to be discussed will affect or are related to the program involved.
- G. To insure students do not take the responsibility of the place of qualified Board staff.

- H. To provide for students an orientation to the Board to include an explanation of policies, rules and responsibilities prior to or at the beginning of the learning experience.

VII. COLLEGE POLICIES

- A. The educational program consists of classroom instruction and laboratory practice and experience in selected learning situations in agencies. The division of arrangement of time to include the theoretical and applied learning experiences shall be determined by the College faculty, and instruction shall be based upon the needs of the students for specific learning experiences to meet the objectives of the program.
- B. Students will be given holidays as provided for in the College calendar published before each school year begins.

VIII. REQUEST FOR WITHDRAWAL OF STUDENT

The participating Board has the right to request the College to withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the administration of said Board, in accordance with acceptable standards of performance. The Board has the right to deny its facilities to any student which it feels has not behaved in a professional manner or when the presence of the student is not in the best legitimate business interest of the Board. The College may at any time withdraw a student whose progress, conduct or work does not meet the standards of the College for continuation in the program. Final action on a student's termination from the program is the responsibility of the College.

IX. TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon ninety (90) days' written notice to the other party, provided that students currently enrolled in the program shall be permitted to complete the learning experience.

X. MODIFICATION OF THE AGREEMENT

Modification of the Agreement shall not be made except by written agreement executed by both the College and the Board.

XI. RENEWAL OF AGREEMENT

This Agreement shall be reviewed and/or revised within a three (3) year period from the date of signing.

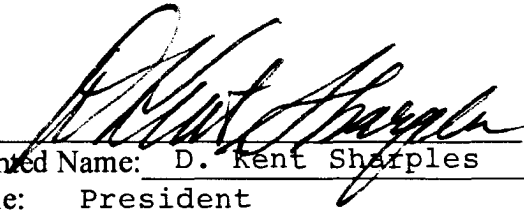
XII. COPIES OF THIS AGREEMENT AND VENUE

- A. Copies of this Agreement shall be placed on file and will be available on request.
- B. The laws of the State of Florida govern this Agreement. The venue for any cause of action relating to this Agreement shall be in Clay County, Florida. In the event of any litigation or other enforcement action with regard to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party taxable costs.

SCHOOL BOARD OF CLAY COUNTY,
FLORIDA

DAYTONA STATE COLLEGE

By _____
Printed Name: _____
Title: _____

By 
Printed Name: D. Kent Sharples
Title: President

DATE: _____

DATE: 11-11-08