

## STUDENT AFFILIATION AGREEMENT

This Student Affiliation Agreement (“**Agreement**”) between the Clay County District Schools, a Public School District with its principal office located at 23 South Green Street, Green Cove Springs, FL 32043 (“**Participating Site**”), and Teachers College, Columbia University, a New York State not-for-profit institution of higher education with its principal office located at 525 West 120<sup>th</sup> Street, New York, NY 10027 (“**College**”) is effective as of August 1, 2026 (“**Effective Date**”). Participating Site and College is each a “**Party**” and collectively, the “**Parties**.”

**WHEREAS**, College has developed an educational program for School Counseling (“**Program**”);

**WHEREAS**, College desires to provide clinical training experiences for certain of its students in the Program (collectively, “**Students**”);

**WHEREAS**, Participating Site is willing to make its professional staff and facilities available for the purpose of providing clinical training experiences to the Students, on the terms set forth in this Agreement; and

**WHEREAS**, the Parties wish to set forth the terms and conditions of, and their respective responsibilities with respect to, the clinical training experiences of Students at Participating Site.

**NOW, THEREFORE**, in consideration of the mutual promises made herein, the Parties hereby agree as follows:

1. Purpose and Scope. This Agreement governs the clinical training experiences provided to the Students at Participating Site as further described in Exhibit A and in the attached Learning Agreement (“Learning Agreement”), which is incorporated by reference herein. The Parties will mutually agree in writing on Student number, Student schedules, and similar operational matters regarding each placement. The Parties will maintain ongoing communication as necessary to coordinate the placements through their respective representatives identified in Exhibit A.
2. Responsibilities of College.
  - a. Educational Responsibility and Supervision. College will maintain ultimate responsibility for the academic affairs of the Program, including education and assessment of the Students, and shall be responsible for communicating the Program’s curriculum to Supervising Staff (as defined in Section 3.a below). As described in Exhibit A and the Learning Agreement, College shall provide qualified faculty for the general clinical supervision and training of the Students (“**College Faculty**”). A College Faculty member

shall be available at all times when Students are at Participating Site in connection with a placement.

- b. Selection of Students. Prior to the start of a placement, Students will be selected in accordance with the Participating Site's then-current application process.
- c. Health Clearance. Prior to the participation of any Student at Participating Site, College will inform each Student that they must meet the health and immunization criteria set forth by Participating Site.

3. Responsibilities of Participating Site.

- a. Supervision. The Participating Site staff described on Exhibit A and the Learning Agreement (“**Supervising Staff**”) will provide such supervision of the clinical activities as is reasonable and appropriate to the circumstances and to the Student's level of training, and in accordance with applicable state and federal laws, as well as any applicable accreditation requirements. Participating Site retains sole authority and control over all aspects of patient care, and will delegate portions of care to Students based on the needs of the patient and the skills of the individual Student. Students are subject to Participating Site's policies regarding supervision and patient care.
- b. Evaluation. Upon request of College, Supervising Staff will assist College with Student evaluations by completing assessment forms provided by the College.
- c. Facilities and Resources. Participating Site will provide Students and College Faculty with equipment, resources, and facilities as reasonably necessary to achieve the goals of the placements, giving due consideration to Participating Site's continuing need to deliver quality patient care, and the educational needs of both the Students and students or trainees in other educational programs at Participating Site.
- d. Emergency Medical Treatment. Participating Site will provide emergency medical treatment and evaluation and management of bloodborne pathogen exposure to Students who become ill or injured at Participating Site as is provided to Participating Site employees. In the event that Participating Site does not have the resources to provide such emergency care, Participating Site will refer the Student to the nearest emergency facility. The treated Student will be responsible for all charges for emergency medical care and any care or treatments, if elected, beyond emergency care.

- e. COVID-19 Safety Measures. Participating Site will comply with all federal, state, and local guidelines for maintaining a clean and safe educational environment during the COVID-19 pandemic for the College's students. Participating Site will provide students with adequate personal protective equipment ("PPE") for all in-person activities at its location, commensurate with the level of PPE provided to the Site's staff members engaged in similar activities.
4. Policies, Rules and Regulations. The College's policies, rules, and regulations will govern Student educational matters. College will also inform Students that they must comply with Participating Site's applicable policies, rules and regulations ("**Participating Site Policies**") while rotating at Participating Site. Prior to each Student's placements to Participating Site, Participating Site will make available all applicable Participating Site Policies to Students. In the event of a direct conflict between the policies of College and Participating Site Policies, the Parties will meet in good faith to resolve the conflict in a mutually acceptable manner; provided, however, that in the event any provision of Participating Site Policies is required by applicable law, the Participating Site Policies will take precedence.
5. Discipline and Removal. In the event Participating Site determines that disciplinary action with regard to a Student is warranted, Participating Site will promptly notify the College in writing of the grounds for such action. The College will determine if disciplinary action is appropriate pursuant to the College's policies and procedures, and will conduct any disciplinary proceedings in accordance therewith. Participating Site may, however, remove a Student when, in its opinion, the Student jeopardizes patient care or is otherwise disruptive to Participating Site's normal business operations. In the event that Participating Site makes such a determination, removal of a Student need not be preceded by written notice. In such event, notice will be provided to the College as soon as is practicable.
6. Non-Employees. Students and College Faculty will not be considered employees or agents of Participating Site for any purpose. Students and College Faculty will not be covered by or entitled to any social security, unemployment compensation, retirement, pension and/or any other benefit program or worker's compensation program offered or provided by the Participating Site. Participating Site shall not be required to reimburse College for any salary, benefits, or other expenses of Students or College Faculty.
7. Insurance.  
Required Insurance. College will maintain the following insurance coverage that will remain continuously in effect at all times that this Agreement is in effect:

- i. Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) in the aggregate on behalf of the College and on behalf of each individual Student and onsite College Faculty, if any;
- ii. Commercial General Liability Insurance with combined single limits for bodily injury and property damage of not less than \$1,000,000 for each occurrence and \$3,000,000 in the annual aggregate.

8. Indemnification.

- a. College will defend, indemnify, and hold harmless Participating Site, its trustees, directors, officers, agents, employees, contractors, and medical staff from and against any and all third party demands, claims, lawsuits, assessments, investigations, remediation actions, or other actions (“**Claims**”) and any resulting judgments, settlements, fines or expenses including costs and reasonable attorneys’ fees (“**Losses**”), arising out of, relating to, or in connection with (i) the negligence of College, its trustees, officers, employees, students, or agents, arising under this Agreement, or (ii) the breach of this Agreement (including any representation or warranty) or any applicable law by College.
- b. Participating Site will defend, indemnify, and hold harmless College, its trustees, officers, employees, students, and agents from and against any and all third party demands, claims, lawsuits, assessments, investigations, remediation actions, or other actions (“**Claims**”) and any resulting judgments, settlements, fines or expenses including costs and reasonable attorneys’ fees (“**Losses**”), arising out of, relating to, or in connection with (i) the negligence or misconduct of Participating Site, its trustees, directors, officers, medical staff, employees, contractors, agents, representatives, arising under this Agreement, or (ii) the breach of this Agreement (including any representation or warranty) or any applicable law by Participating Site.

9. Term. This Agreement is valid for two (2) years beginning on the Effective Date (the “**Term**”). The Term will automatically renew for additional two (2) year terms unless the Agreement is terminated pursuant to Section 10 of the Agreement.

10. Termination of Agreement.

- a. Without Cause. Either Party may terminate this Agreement for any reason by giving written notice to the other Party of its intention to do so at least ninety (90) days in advance of the proposed termination date. In the event this Agreement is terminated by Participating Site under this Section 10.a,

at College's option, any Students already scheduled for a placements at Participating Site at the time the notice was provided will be permitted to complete such scheduled placements in accordance with the terms of this Agreement and the effective date of termination of this Agreement will be at the conclusion of such scheduled placements.

b. Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party. The non-breaching Party will provide thirty (30) days' prior written notice to the breaching Party describing the breach and the Agreement will terminate automatically at the end of such notice period unless the breach has been cured to the satisfaction of the non-breaching Party.

11. Compliance with Laws. Participating Site remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent sections of federal, state and local statutes, rules and regulations.
12. No Inducements. The Parties acknowledge and agree that nothing in this Agreement contemplates or requires, or is intended to be an obligation or inducement for, the purchase, lease, or order of any good, facility, service, or item, or the recommending of or arranging for the purchase, lease, or order of any good, facility, service, or item, for which payment may be made in whole or in part under a federal health care program. The Parties also acknowledge and agree that nothing in this Agreement is intended to be an obligation or inducement for the referral of an individual to any Party for the furnishing or arranging of an item or service for which payment may be made in whole or in part under a federal health care program.
13. Non-Discrimination. Each Party will comply with all applicable local, state and federal laws that prohibit discrimination based upon gender, gender identity, religion, race, creed, color, national origin, ancestry, military status, veteran's status, sexual orientation, marital status, age, genetic information, disability or status as a victim of domestic violence.
14. Use of Name and Publicity. Neither Party will use the name, symbols, trademark or service marks of the other Party, or the name of any of its employees, faculty, medical staff, or trainees, in any of publicity or advertising media without the prior written consent of the other Party.
15. Notices. All notices required or permitted by this Agreement will be in writing, will be delivered by certified mail - return receipt requested, or by overnight courier, and will be addressed as follows:

**If to Participating Site:**

Clay County District Schools

23 South Green Street, Green Cove Springs, FL 32043

Attn: Erin Colón, Elementary School Counseling Specialist

**If to College:**

Teachers College, Columbia University  
Department of Clinical and Counseling Psychology  
525 West 120<sup>th</sup> Street, Box 102, New York, NY 10027  
Attn: Amanda Donlon, Psy.D., Program Director

16. Governing Law. The Parties expressly agree that this Agreement and the enforcement of the rights and obligations hereunder will be governed by and construed in accordance with the laws of the State of New York, without regard to its provisions concerning the applicability of the laws of other jurisdictions. The Parties hereby agree that any and all claims arising out of, relating to or in connection with this Agreement, or the relationship between the Parties hereto, will be subject to the exclusive jurisdiction of and venue in the federal and state courts within New York County, New York, and each Party hereby consents to the exclusive jurisdiction and venue of these courts, without regard to any conflicts of law principles.
17. Miscellaneous. Nothing in this Agreement is intended to or will be construed to constitute an agency, partnership, or fiduciary relationship between the Parties. Nothing in this Agreement is intended to or will be construed to alter either Party's respective obligations to any third party or to create any legal rights in any third party. The failure of either Party to insist on performance of any term, covenant, or condition of this Agreement will not be construed as a waiver of future performance of the term, covenant, or condition, and the obligations of the Parties will continue in full force and effect. This Agreement may not be assigned by either Party without the prior written consent of the other Party. The invalidity of any provision of this Agreement will not affect the validity of any other provisions. This Agreement contains the entire agreement of the Parties as it relates to the subject matter hereof. Headings contained in this Agreement are for convenience only, and will not affect in any way, the meaning, or interpretation of this Agreement. This Agreement may be executed simultaneously in two or more counterparts; each counterpart is deemed an original and all counterparts together constitute the same instrument. Any changes or modifications to this Agreement must be in writing and be signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**Clay County District Schools**

By:

Name: Erin Skipper

Title: School Board Chair

Date:

**Teachers College, Columbia University**

By: \_\_\_\_\_

Name: Helen Verdeli, PhD

Title: Chair, Department of Counseling and Clinical Psychology

Date:

## **Exhibit A**

1. Description of Clinical Training Experiences (including educational goals and objectives): Participation in School Counseling service provision to students at Participating Site, student case management and record keeping, appropriate training and professional development, weekly supervision with appropriate licensed professional, and participation in school meetings.

2. Contact at College:

Name and Title: Amanda Donlon, Psy.D., Program Director

Address: 525 West 120th Street, Box 102, New York, NY 10027

Telephone: 212-678-3000, X 4192

Contact at Participating Site:

Name and Title: Erin Colón, Elementary School Counseling Specialist

Address: 23 South Green Street, Green Cove Springs, FL 32043

Telephone: 904-336-6591 X66591

College Faculty: Amanda Donlon, Psy.D., Program Director

3. Supervising Staff at Site: Erin Colón, Elementary School Counseling Specialist
4. Placements Information:

Expected Number of Students Per Academic Year:  $\geq 1$

Duration of Placements: 350 hours

5. Additional Terms (if any):