



Health Sciences Affiliation Agreement
between
Florida State College at Jacksonville
and
School Board of Clay County, Florida

THIS AFFILIATION AGREEMENT, entered into and effective as of June 28, 2014, (the "Effective Date") by and between Florida State College at Jacksonville, a political subdivision of the State of Florida, ("College"), and The School Board of Clay County, Florida, a Florida body politic and corporate board ("Board").

WHEREAS, the Board provides educational services including occupational therapy services to certain exceptional education students at various schools located in Clay County, Florida as listed in Exhibit B (hereinafter the "Facilities");

WHEREAS, the College provides approved program of study in the field(s) of Occupational Therapy Assistant, (hereinafter the "Program(s)"), and desires its students in the Program(s) to obtain educational experiences by utilizing appropriate facilities and personnel of third parties;

WHEREAS, Board has the appropriate facilities and personnel for Program students (hereinafter the "Students"), and has agreed to make such facilities and personnel available to College; and

WHEREAS, Board and College desire to cooperate to establish and implement the Program(s) involving the Students and personnel of College, and the facilities and personnel of Board.

NOW AND THEREFORE, in consideration of mutual promises herein, College and Board agree that the above listed Program(s) described herein be established and implemented by Board and College during the term of this Agreement and shall be subject to the following terms and conditions:

1. RESPONSIBILITY OF BOARD. Except for acts to be performed by College pursuant to the provisions of this Agreement, Board shall furnish the Facilities, applicable personnel, services and all other items necessary for the educational experience, and, in connection with such Program(s), Board also shall:
 - a) Employ occupational therapy, administrative and direct patient care staff that is currently appropriately licensed to practice occupational therapy in the State of Florida and who are qualified either through experience and/or academically to uphold and demonstrate standards of care as established by Board.
 - b) Coordinate, with the College and staff, the schedules and activities in such a manner as to prevent conflict of schedules in the planned learning experience. This coordination shall include planning with the faculty members for the assignment of students to specific clinical laboratory rotations and experiences, including their attendance at selected conferences, courses and programs conducted under the direction of the Board.
 - c) Cooperate with the College in enforcing College policies and procedures related to Student performance and Student conduct.
 - d) Comply with all applicable requirements of any accreditation authority over Board and College and certify such compliance upon request by College.

- e) Permit the authority responsible for accreditation of College's curriculum to inspect the Facilities, services and all other items provided by Board for purposes of the educational experience upon reasonable notice.
- f) Designate a person to serve for Board as liaison (hereinafter the Board Liaison"), and provide College, in writing, the name and professional and academic credentials, where applicable, of the person proposed as Board Liaison prior to the start of the educational experience(s).
- g) Include appropriate members of the College's faculty in Board staff meetings when policies to be discussed will affect or are related to the Program(s) and/or Students at the Board's discretion.
- h) Provide the Students with an appropriate orientation of Board's policies and procedures.
- i) Provide the Students with learning opportunities under appropriate supervision.
- j) Retain ultimate responsibility for total patient care.
- k) Provide College faculty and Students with emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at the Facilities. Payments for such emergency accident care shall be the personal responsibility of the individual at the individual's expense.
- l) Not guarantee it will place or maintain placement of any Student with Board.
- m) Notify College, in writing, of any Student whose work or conduct with clients, patients or personnel is not, in the opinion of Board, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Board's operation. Board may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of occupational therapy services, or for unprofessional behavior. In such event, said Student's participation in the Program(s) at Board shall immediately cease, subject to being resumed only with the mutual written agreement of Board and College.
- n) Encourage an atmosphere conducive to learning.
- o) Provide College faculty with access to current written policies, procedures, standards of care and protocols of Board, including without limitation, access to a Board student's individual educational plan if appropriate, which College acknowledges shall govern College students and faculty involved in the Program(s);
- p) Maintain its operating license and appropriate accreditation.
- q) Provide physical space for student/faculty conferences and meetings while they are on site for educational experiences.
- r) Not displace regular Board employees with Student, nor pay any wages to Student(s) for the time spent in the Program(s).

- s) Obtain a Level II background screening on Students(s), pursuant to Section 1012.32, Florida Statutes at no cost to the Board. Student shall bear all cost of fingerprinting and background check.

2. Responsibilities OF COLLEGE. The College shall:

- a) Require a physical examination of all Students and College faculty and staff prior to their participation in the Program(s) at the Facilities. This examination shall include general physical exam, utilizing history and immunization assessment, and TB screening.
- b) Provide Board, in writing, the names of the Students assigned by College to participate in the Program(s) prior to the beginning of the Program's educational experience(s).
- c) Assign only those Students who have satisfactorily completed those portions of College curricula that are a prerequisite to Program participation, as well as appropriate health and background screenings.
- d) Not assign more Students to a clinical unit and/or an instructor than indicated for each Program by the Board.
- e) Advise Student(s) that a Level II background screening shall be required prior to providing any services pursuant to this Agreement. College acknowledges that Students with disqualifying offenses will not be considered for placement at a Facility.
- f) Obtain and maintain for each Student in the Program(s), as a condition of their participation in the Program(s), and during the term of their Program participation at Board, professional liability insurance. Such insurance shall be on a per occurrence basis in amounts no less than one million dollars/three million dollars (\$1,000,000.00/\$3,000,000.00) for personal injuries. Such professional liability insurance shall cover amounts that enrolled Students become legally obligated to pay as a result of injury or damage as a result of a medical incident, as it relates to the Students' participation in the Program, at the Board. Coverage extends to Faculty solely in their responsibilities for training, advising, and supervising Students enrolled and engaged in the curriculum of the College.
- g) Designate a member of the College's staff (hereinafter the "College Representative") to coordinate the educational experience of Students participating in the Program(s) with the Board Liaison, and provide Board, in writing, the name of the College Representative.
- h) Upon receipt of Board's written notice of a Student or participating faculty whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Board's operation, evaluate such Student's or participating faculty's conduct and take appropriate action. It is understood that, if Board takes action under the provisions of Section 1.(m), that the Student's or participating faculty's participation in the Program(s) at Board shall immediately cease, subject to being resumed only with the mutual written agreement of College and Board.
- i) Not guarantee it will place or maintain the placement of any Program Student at Board.
- j) Agree to require participating faculty, staff and Students to comply with the applicable policies and procedures of the Board during the course of their participation, to the extent permitted by law and, in so far as they do not conflict with any of the College's policies and procedures, including those governing the use and disclosure of individually identifiable health information under Federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPAA").

Solely for the purpose of defining the Students' role in relation to the use and disclosure of the Board's protected health information, such Students are defined as members of the Board's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Board.

- k) Agree to require Program Students, faculty and other College-employed Program participants, as a condition of their participation in the Program(s), to execute a Confidentiality Statement in the form set forth in "Exhibit A", or in another form mutually accepted by the parties, with the Board, acknowledging their responsibility under applicable Federal Law and regulations, including but not limited to regulations under HIPAA, to keep confidential any information regarding Board students as well as confidential information of the Board.
- l) Establish and maintain for this clinical placement, curriculum standards and educational policies that meet College standards and applicable licensing and accreditation requirements.
- m) Administer, organize and operate the overall clinical educational Program(s).
- n) Provide course outlines to Board that include objectives, goals and classes for each course providing clinical experience.
- o) Provide Board with a copy of the Student Handbook that sets forth the rules governing student behavior.

3. **RESPONSIBILITY TO INFORM STUDENTS.** The College shall inform its Students in the Program(s) that as participants in the Program(s) they are required to:

- a) Comply with the policies and procedures of Board, to the extent permitted by Law and, in so far as they do not conflict with any of the College's policies and procedures, including the Board's policies on confidentiality and disclosure of information. In the event of a conflict representatives of College and Board shall confer to reach an amicable resolution
- b) Comply with state and federal laws and regulations.
- c) Provide and wear the necessary and appropriate uniform while on duty at Board.
- d) Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
- e) Maintain the confidentiality of all records or information exchanged in the course of the Program(s).
- f) Acknowledge and agree that neither the College nor the Board guarantees to place or maintain placement of any Program Student under this Agreement.
- g) Execute and abide by the Confidentiality Statement (Exhibit A) pursuant to Section 20) above.

4. **PROGRAM COORDINATION.**

- a) College and Board agree to work together to establish and maintain a quality Program. Board agrees to take an active role in suggesting education policy, curriculum, and course content.

- b) College and Board agree to provide representatives to form a Liaison Committee to meet periodically to fashion, discuss, evaluate, and make recommendations to revise the Program experience at Board. College agrees upon request to provide representatives from College faculty to serve on Board committee(s) relevant to the Program(s).
- c) The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than College. College agrees to provide guidance to Board with respect to complying with FERPA. Both parties agree to maintain strict confidentiality of students' activities and their records in accordance to College policies and procedures and applicable state and federal laws and regulations. The parties agree that each shall be governed by their respective legal counsel in making compliance determinations regarding FERPA. If there is a dispute as to appropriateness of disclosure, neither party shall disclose information until such time as legal counsel has conferred and a solution has been agreed upon.
- d) Neither party, nor any joint committee, shall have the power to obligate College or Board resources, or commit either, to any particular action.
- e) Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of the Joint Commission, the Florida Department of Health, the Florida Agency for Health Care Administration, and all other agencies and departments with licensing or regulatory authority over Board or College, as well as their own respective institutional rules and regulations.
- f) The parties hereto acknowledge and agree that both Board and College are political subdivisions of the State of Florida. As such College's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations and District Board of Trustees Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein and Board's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida Administrative rules and Policies of the Board which are applicable to Board's operations, commitments and/or activities in furtherance of the terms specified herein. The parties acknowledge that the Board and College's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F. S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the Board and the College to be sued; or (iii) a waiver of sovereign immunity of the Board and College beyond the waiver provided in Section 768.28, F. S. As the Board and the College are a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.
- g) The parties acknowledge that both Board and College, as political subdivisions of the State of Florida are subject to the provisions of Chapter 119, Florida Statutes regarding public access to records.

- h) The parties agree to keep a current written record of the specific schools where Students are actually participating in the Program.
 - g) PROGRAM INTEGRITY. Pursuant to U.S. Department of Education rules and regulations codified in 34 Code of Federal Regulations (CFR) Sections 668.71 – 668.75, an educational institution eligible for Title IV student aid and loan funding, and any educational partners of the institution, must comply with federal guidelines regarding representations made to students. Board, as a partner with the College in the delivery of a portion of an educational program, must ensure that no employee of Board misrepresents to any student any of the following:
 - 1. The nature of the Program or any other education program at the College
 - 2. The nature of the costs associated with the Program or any other educational program at the College.
 - 3. The employment or salary a graduate will secure after completion of the Program or any other program at the College. Board agrees to review Exhibit C and to abide as instructed in the Exhibit. Board further agrees to provide training or review to its employees as needed to comply with the federal guidelines.
5. REQUEST FOR WITHDRAWAL OF STUDENT. The Board has the right to request the College to withdraw any Student from the Program(s) whose conduct or work with patients or personnel is not, in the opinion of the Director/Administrator of the Board, in accordance with acceptable standards of performance. 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(s). Final action concerning the Student is the responsibility of the College.
6. INDEPENDENT CONTRACTOR. The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Students shall participate in the Program(s) hereunder for the sole consideration of obtaining an educational experience. No Program Student or participant shall be considered an employee or volunteer of Board by virtue of that Program participation.
7. A. INSURANCE OF COLLEGE. Board acknowledges that College is self-insured for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the College. Its self-insured fund and various policies are authorized pursuant to Florida Statutes and the District Board of Trustees. The College agrees to maintain its self-insurance fund and excess policies for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, Florida Statutes.
- B. INSURANCE OF BOARD. College acknowledges that Board is self-insured for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by Board. Its self-insured fund and various policies are authorized pursuant to Florida Statutes and The School Board of Clay County, Florida. The Board agrees to maintain its self-insurance fund and excess policies for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the Board to be sued; or (iii) a waiver of sovereign immunity of the Board beyond the waiver provided in Section 768.28, Florida Statutes:

8. ASSIGNMENTS. This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.
9. NO THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of Board and College, and is not intended to create rights or any cause of action in any third parties.
10. PERFORMANCE. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.
11. TERM/TERMINATION. The term of this Agreement shall be for a period of three (3) years commencing on the Effective Date and may be renewed for successive three (3) year periods if agreed upon in writing by the parties hereto. If either party to this Agreement wishes to terminate the Agreement early, it is understood that at least ninety (90) days prior written notice shall be given prior to the proposed termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Program(s) shall continue as necessary for the purpose of permitting Students actually participating in the Program(s) at the time of termination to finish the Program(s) at Board.
12. APPLICABLE LAW. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.
13. NONDISCRIMINATION. During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability or veteran or marital status.
14. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this Agreement, neither College nor Board make any representations, warranties, covenants or undertakings of any kind, express or implied.
15. AMENDMENTS AND MODIFICATIONS. All amendments and modifications to this Agreement shall be made by written mutual consent of both parties, which shall include the date and signatures of parties agreeing to the amendment(s) and/or modification(s).
16. COPIES OF AGREEMENT. Copies of this Agreement shall be placed on file and be available at the College and at the Board.
17. NOTICES. All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

If to College: Dr. Barbara A. Darby
 President, North Campus/Nassau Center
 4501 Capper Road
 Jacksonville, FL 32218
 (904) 766-6500

with a copy to: Office of General Counsel
Florida State College at Jacksonville
501 West State Street, Suite 403
Jacksonville, FL 32202

If to Agency: Terry D. Roth
Director, Exceptional Student Education
23 South Green Street
Green Cove springs, FL 32043

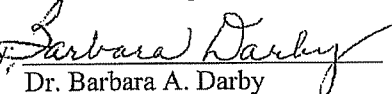
18. ELECTRONIC SIGNATURES. The Parties agree that this Agreement may be executed and delivered by facsimile, electronic mail, or any other suitable electronic means, and the Parties agree that signatures delivered by any of the aforementioned means shall be deemed to be original, valid, and binding upon the Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the day and date first written above, and each agrees to be bound by the provisions hereof.

The School Board of Clay County, Florida

By: _____
Carol Studdard
Board Chairman
Federal ID #59-60000552

Florida State College at Jacksonville

By: 
Dr. Barbara A. Darby
President, North Campus/Nassau Center
Federal ID # 59-1149317

(EXHIBIT A)

CONFIDENTIALITY STATEMENT

School: _____

Program(s): _____

Facility/Agency: _____

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPAA"), to keep confidential any information regarding Facility/Board patients, as well as all confidential information of Facility/Board. The undersigned agrees, under penalty of law, not to reveal to any person or persons any specific information regarding any patient, except to authorized clinical staff and associated personnel of the Facility/Board and, as necessary, to other Program Participants/Students at the Facility/Board who are supervising or assisting the undersigned in the provision of services at Facility/Board. The undersigned further agrees not to reveal to any third party any confidential information of Facility/Board, except as required by law or as authorized by Facility/Board.

Dated this _____ day of _____, 20__.

Program Participant/Student

Print Name

Witness

Print Name

EXHIBIT B

ELEMENTARY

Argyle Elementary
2625 Spencer Plantation Boulevard
Orange Park, Florida 32073
Phone: (904) 573-2357
Theresa Roman, Principal

Charles E. Bennett Elementary
1 South Onkrige Avenue
Green Cove Springs, Florida 32043
Phone: (904) 529-2126
Evelyn Chastain, Principal

Clay Hill Elementary
6345 County Road 218
Jacksonville, Florida 32234
Phone: (904) 289-7193
Tracey Kendrick, Principal

Coppergate Elementary
3460 Copper Colts Court
Middleburg, Florida 32068
Phone: (904) 291-5594
David Nix, Principal

Doctors Inlet Elementary
2634 County Road 220
Middleburg, Florida 32068
Phone: (904) 213-3000
Anne Miller, Principal

Fleming Island Elementary
4425 Lakeshore Drive
Fleming Island, Florida 32003
Phone: (904) 278-2020
Jackie Cory, Principal

Grove Park Elementary
1643 Miller Street
Orange Park, Florida 32073
Phone: (904) 278-2010
Linda Pratt, Principal

Keystone Heights Elementary
335 South West Pecan Street
Keystone Heights, Florida 32656
Phone: (352) 473-4844
Mary Mimbs, Principal

Lake Ashbury Elementary
290 Sandridge Road
Green Cove Springs, Florida 32043
Phone: (904) 291-5440
Sarah Lawson, Principal

Lakeside Elementary
2752 Moody Avenue
Orange Park, Florida 32073
Phone: (904) 213-2966
Katina Allen, Principal

Mid!!Middleburg Elementary
3958 Main Street
Middleburg, Florida 32068
Phone: (904) 291-5485
Becky Wilkerson, Principal

Montclair Elementary
2398 Moody Avenue
Orange Park, Florida 32073
Phone: (904) 278-2030
Bill Miller, Principal

McRae Elementary
6770 County Road 315C
Keystone Heights, Florida 32656
Phone: (352) 473-5686
Marcus Dooley, Principal

Oakleaf Village Elementary
410 Oakleaf Village Parkway
Orange Park, Florida 32065
(904) 291-5458
Colette Wyant, Principal

Orange Park Elementary
1401 Plainfield Avenue
Orange Park, Florida 32073
Phone: (904) 278-2040
C. nrole McCullough, Principal

Paterson Elementary
5400 Pine Avenue
Fleming Island, Florida 32003
Phone: (904) 278-2078
Terry GRIENINGER, Principal

Plantation Oaks Elementary
4150 Plantation Oaks Boulevard
Orange Park, Florida 32065
Phone: (904) 214-7474
Lee Oliver, Principal

RideOut Elementary
3065 Apalachicola Boulevard
Middleburg, Florida 32068
Phone: (904) 291-5800
Laura Johnson, Principal

Ridgeview Elementary
421 Jefferson Avenue
Orange Park, Florida 32065
Phone: (904) 213-2952
Dana Archibald, Principal

S. Bryan Jennings Elementary
215 Corona Drive
Orange Park, Florida 32073
Phone: (904) 213-3021
Tiffany Outman, Principal

Shadowlawn Elementary
2945 County Road 218
Green Cove Springs, Florida 32043
(904) 529-1007
Nancy Crowder, Principal

Swimming Ten Creek Elementary
1630 Woodpecker Lane
Middleburg, Florida 32068
Phone: (904) 278-5707
Tracy McLaughlin, Principal

Thunderbolt Elementary
2020 Thunderbolt Road
Fleming Island, Florida 32003
Phone: (904) 278-5630
Dee Dee Phillips, Principal

Tynes Elementary
1550 Tynes Boulevard
Middleburg, Florida 32068
Phone: (904) 291-5400
Laura Fogarty, Principal

W.E. Cherry Elementary
420 Edson Drive
Orange Park, Florida 32073
Phone: (904) 278-2050
Angela Whiddon, Principal

Wilkinson Elementary
4965 County Road 218
Middleburg, Florida 32068
Phone: (904) 291-5420
Angela Gentry, Principal

JUNIOR HIGH

Green Cove Springs Junior High
1220 Bonaventure Avenue
Green Cove Springs, Florida 32043
Phone: (904) 529-2140
Jeff Umbaugh, Principal

Lake Ashbury Junior High
2851 Sand ridge Road
Green Cove Springs, Florida 32043
Phone: (904) 291-5582
Cathy Richardson, Principal

Lakeside Junior High
2750 Moody Avenue
Orange Park, Florida 32073
Phone: (904) 213-1800
John Green, Principal

Oakleaf Junior High
4085 Plantation Oaks Boulevard
Orange Park, Florida 32065
Phone: (904) 213-5500
Janice Tucker, Principal

Orange Park Junior High
1500 Gano Avenue
Orange Park, Florida 32073
Phone: (904) 278-2000
Joyce Orst, Principal

Wilkinson Junior High
5025 County Road 218
Middleburg, Florida 32068
Phone : (904) 291-5500
Dr. David McDonald, Principal

HIGH SCHOOL

Clay High School
2025 State Road 16 West
Green Cove Springs, Florida 32043
Phone: (904) 529-3000
Peter McCabe, Principal

Fleming Island High School
2233 Village Square Parkway
Fleming Island, Florida 32003
Phone: (904) 541-2100
Tom Pittman, Principal

Keystone Heights Junior/Senior High
900 Orchid Avenue
Keystone Heights, Florida 32656
Phone: (352) 473-2761
Dr. Susan Sailor, Principal

Middleburg High School
3750 County Road 220
Middleburg, Florida 32068
Phone: (904) 213-2100
John O'Brian, Principal

Oakleaf High School
4035 Plantation Oaks Boulevard
Orange Park, Florida 32065
(904) 213-1900
David Broskie, Principal

Orange Park High School
2300 Kingsley Avenue
Orange Park, Florida 32073
Phone: (904) 272-8110
Treasure Pickett, Principal

Ridgeview High School
466 Madison Avenue
Orange Park, Florida 32065
Phone: (904) 213-5203
Deborah Segreto, Principal

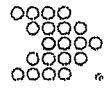
Clay virtual Academy
2306 Kingsley Avenue
Orange Park, Florida 32073
Phone: (904) 529-4804
DR. Saryn Hatcher, Principal

Adult & Community Education
2306 Kingsley Avenue, Bldg.
Orange Park, Florida 32073
Phone: (904) 272-8170
Shannah Kosek, Principal

Bannerman Learning Center
608 Mill Street
Green Cove Springs, Florida 32043
Phone: (904) 529-2100
Mike Elia, Principal

Florida Youth Challenge Academy
5629 State Road 16 West, Bldg. 3800
Camp Blanding
Starke, Florida 32091
Phone: (904) 529-4926 or (904) 682-4035
Mike Wingate, Principal

FEDERAL STUDENT AID



2011-2012
FSA HANDBOOK
WITH
ACTIVE INDEX



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FEDERAL STUDENT AID

Misrepresentation

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Misrepresenting educational program
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Misrepresenting financial charges
34 CFR 668.73
Employability of graduates
34 CFR 668.74
Relationship with the Department of
Education
34 CFR 668.75

Prospective student

Any individual who has contacted an eligible institution for the purpose of requesting information about enrolling at the institution or who has been contacted directly by the institution or indirectly through advertising about enrolling at the institution.

Sanctions

If the Department determines that an eligible institution has engaged in substantial misrepresentation, it may—

- revoke the eligible institution's program participation agreement;
- impose limitations on the institution's participation in the FSA programs;
- deny participation applications made on behalf of the institution; or
- initiate a proceeding against the eligible institution under subpart G of 34 CFR 668.



MISREPRESENTATION

A school is deemed to have engaged in *substantial misrepresentation* when the school itself, one of its representatives, or other related parties (see below), makes a substantial misrepresentation regarding the school, including about the nature of its educational program, its financial charges, or the employability of its graduates.



Misrepresentation

Misrepresentation is defined as a false, erroneous or misleading statement made directly or indirectly to—

- a student, prospective student, or any member of the public, or
- an accrediting agency, a state agency, or the Department.

A *misleading statement* includes any statement that has the likelihood or tendency to deceive or confuse. A statement is any communication made in writing, visually, orally, or through other means.

This definition applies to statements made by—

- an eligible school
- one of its representatives, or
- any ineligible institution, organization, or person with whom the eligible institution has an agreement to provide educational programs, or to provide marketing, advertising, recruiting or admissions services.

Misrepresentation includes the dissemination of a student endorsement or testimonial that a student gives either under duress or because the school required the student to make such an endorsement or testimonial to participate in a program.

Substantial misrepresentation

Substantial misrepresentation is defined as any misrepresentation on which the person to whom it was made could reasonably be expected to rely, or has reasonably relied, to that person's detriment.

Substantial misrepresentations are prohibited in all forms, including those made in any advertising, promotional materials, or in the marketing or sale of courses or programs of instruction offered by the institution.

Misrepresentation regulations

34 CFR 668.72 Nature of educational program

Misrepresentation concerning the nature of an eligible institution's educational program includes, but is not limited to, false, erroneous or misleading statements concerning—

- (a) The particular type(s), specific source(s), nature and extent of its institutional, programmatic, or specialized accreditation;
- (b)(1) Whether a student may transfer course credits earned at the institution to any other institution;
- (2) Conditions under which the institution will accept transfer credits earned at another institution;
- (c) Whether successful completion of a course of instruction qualifies a student—
 - (1) For acceptance to a labor union or similar organization; or
 - (2) To receive, to apply to take or to take the examination required to receive, a local, State, or Federal license, or a nongovernmental certification required as a precondition for employment, or to perform certain functions in the States in which the educational program is offered, or to meet additional conditions that the institution knows or reasonably should know are generally needed to secure employment in a recognized occupation for which the program is represented to prepare students;
 - (d) The requirements for successfully completing the course of study of program and the circumstances that would constitute grounds for terminating the student's enrollment;
 - (e) Whether its courses are recommended or have been the subject of unsolicited testimonials or endorsements by—
 - (1) Vocational counselors, high schools, colleges, educational organizations, employment agencies, members of a particular industry, students, former students, or others; or
 - (2) Governmental officials for governmental employment;
 - (f) Its size, location, facilities, or equipment;
 - (g) The availability, frequency, and appropriateness of its courses and programs to the employment objectives that it states its programs are designed to meet;
 - (h) The nature, age, and availability of its training devices or equipment and their appropriateness to the employment objectives that it states its programs and courses are designed to meet;
 - (i) The number, availability, and qualifications, including the training and experience, of its faculty and other personnel;
 - (j) The availability of part-time employment or other forms of financial assistance;
 - (k) The nature and availability of any tutorial or specialized instruction, guidance and counseling, or other supplementary assistance it will provide its students before, during or after the completion of a course;
 - (l) The nature or extent of any prerequisites established for enrollment in any course;
 - (m) The subject matter, content of the course of study, or any other fact related to the degree, diploma, certificate of completion, or any similar document that the student is to be, or is, awarded upon completion of the course of study;
 - (n) Whether the academic, professional, or occupational degree that the institution will confer upon completion of the course of study has been authorized by the appropriate State educational agency. This type of misrepresentation includes, in the case of a degree that has not been authorized by the appropriate State educational agency or that requires specialized accreditation, any failure by an eligible institution to disclose these facts in any advertising or promotional materials that reference such degree; or
 - (o) Any matters required to be disclosed to prospective students under §§ 668.42 and 668.43 of this part.

(Authority: 20 U.S.C. 1094)



34 CFR 668.73 Nature of financial charges

Misrepresentation concerning the nature of an eligible institution's financial charges includes, but is not limited to, false, erroneous, or misleading statements concerning—

- (a) Offers of scholarships to pay all or part of a course charge;
- (b) Whether a particular charge is the customary charge at the institution for a course;
- (c) The cost of the program and the institution's refund policy if the student does not complete the program;
- (d) The availability or nature of any financial assistance offered to students, including a student's responsibility to repay any loans, regardless of whether the student is successful in completing the program and obtaining employment; or
- (e) The student's right to reject any particular type of financial aid or other assistance, or whether the student must apply for a particular type of financial aid, such as financing offered by the institution.

(Authority: 20 U.S.C. 1094)

34 CFR 668.74 Employability of graduates

Misrepresentation regarding the employability of an eligible institution's graduates includes, but is not limited to, false, erroneous, or misleading statements concerning—

- (a) The institution's relationship with any organization, employment agency, or other agency providing authorized training leading directly to employment;
- (b) The institution's plans to maintain a placement service for graduates or otherwise assist its graduates to obtain employment;
- (c) The institution's knowledge about the current or likely future conditions, compensation, or employment opportunities in the industry or occupation for which the students are being prepared;
- (d) Whether employment is being offered by the institution or that a talent hunt or contest is being conducted, including, but not limited to, through the use of phrases such as "Men/women wanted to train for," "Help Wanted," "Employment," or "Business Opportunities";
- (e) Government job market statistics in relation to the potential placement of its graduates; or
- (f) Other requirements that are generally needed to be employed in the fields for which the training is provided, such as requirements related to commercial driving licenses or permits to carry firearms, and failing to disclose factors that would prevent an applicant from qualifying for such requirements, such as prior criminal records or preexisting medical conditions.

(Authority: 20 U.S.C. 1094)

34 CFR 668.75 Relationship with Department of Education

An eligible institution, its representatives, or any ineligible institution, organization, or person with whom the eligible institution has an agreement may not describe the eligible institution's participation in the title IV, HEA programs in a manner that suggests approval or endorsement by the U.S. Department of Education of the quality of its educational programs.

(Authority: 20 U.S.C. 1094)