

AFFILIATION AGREEMENT

WHEREAS, THIS AGREEMENT is made by and between **St. Lucie Public Schools** located in 4204 Okeechobee Road, Ft. Pierce, FL 34947 hereinafter referred to as "Facility" and **Keiser University-Florida Campus** hereinafter referred to as the "School", an agency providing clinical, community and/or food service experience to dietetic students preparing to become dietitians.

1. **School Responsibility.** The school shall be responsible for the development of a curriculum or program for students who train at the "Facility" and the "Facility" shall assume no responsibility for the curriculum or the program. The dietetics internship instruction program conducted at the "Facility" will be: Supervised field experience for graduate students in Nutrition and Food Science.
2. **Performance Standards.** The "Facility" and the "School" may develop performance standards for students that are required during the term of this Agreement and if such performance standards are developed between the parties, then such standards shall be attached as an exhibit and shall be a part of this Agreement even though such standards were developed subsequent to the signing of this Agreement.
3. **Faculty.** If deemed necessary by the "School", the "School" shall provide at its own expense faculty to carry out the curriculum or program to train students in the dietetics internship environment at the "Facility". The "Facility" shall provide an Internship Preceptor to assist in carrying out the curriculum or program of the "School" for this dietetics internship training. The "Facility" and the "School" may develop guidelines for the division of duties related to carrying out the curriculum or program of the "School" between faculty of the "School" and personnel of the "Facility". Such guidelines, if developed, shall be attached as an exhibit and shall be a part of this Agreement even though such guidelines were developed subsequent to the signing of this Agreement.
4. **Commencement.** This Agreement shall commence on _____ and remain in effect for (3) three years. This Agreement shall automatically renew for subsequent (3) year terms unless terminated by the parties in accord with the terms in section 18 of this agreement.
5. **Liaison/Coordinator.** Each party shall designate a person who shall either act in the capacity as a liaison person or a coordinator pursuant to the provisions of this Agreement.

The Liaison/Coordinator of the "FACILITY" is:
Deborah Wuest, SNS
Director of Food and Nutrition Services
St. Lucie Public Schools
4204 Okeechobee Road
Ft. Pierce, FL 34947

The Liaison/Coordinator for the INSTITUTION is:
Lenora Shepherd, Ed.D,R.D,LDN
Nutrition Program Coordinator
Keiser University, PSL Campus
10330 S US 1
Port St. Lucie, FL 34952

6. **Policies and Procedures.** All students and faculty involved in the program shall abide by and be governed by the policies and procedures of the "Facility" as such policies and procedures apply to them. Any violation of such policy or procedures, in the sole discretion of the "Facility" shall be sufficient to temporarily suspend the student or faculty member from the instruction program at the "Facility" by giving written notice to the "School".
7. **Insurance.** The "School" shall inform each student that he/she is to provide evidence satisfactory to the "Facility" of professional liability insurance that covers each student.
8. **Independent Contractors.** The "School" and the Facility agree that each shall be treated for all purposes as independent contractors. Each party agrees that it will not act, or represent that it is acting, as an agent of the other, or incur any obligation on the part of the other, without first obtaining written authority for such action. This Agreement is not intended and shall not be construed to create the relationship of agency, partnership, joint venture, or association, between the "School" and the Facility, or to create an employment relationship between the parties or between either party and the students.
9. **Medical Center Liability.** The "Facility" while providing an environment for dietetics experiential learning shall not be responsible or assume liability for any acts or negligence for students or faculty who are involved in the internship instruction program.
10. **Facilities.** The "Facility" shall provide facilities satisfactory to the faculty of the "School", wherein the dietetics internship program can be conducted. The extent of such facilities shall be decided upon by mutual agreement between the parties.
11. **Emergency Care.** The "Facility" agrees to provide emergency care and treatment as is reasonably available to students participating in the dietetics internship program in the event an emergency situation arises during the hours students are engaged in the dietetics internship instruction program at the "Facility". Students receiving such emergency treatment shall be liable for all fees and charges incurred.
12. **Health Insurance.** The "School" shall notify all students participating in the dietetics internship instruction program that they are responsible for their own health care and health insurance, that the "Facility" is in no way responsible or liable for any students' health care or insurance except in emergency situations as set forth hereinabove in paragraph 13.
13. **Limits of Liability.** Both parties hereto mutually agree and it is hereby understood that the "School", as an agency of the State of Florida, is governed by 768.28, Florida Statutes, regarding any claims for personal injury or property damage, and as such is only liable or responsible to the extent and limit provided therein. Coverage is provided through the State of Florida Risk Management Self-Insurance Program.
14. **Confidentiality.** The "Facility" agrees that to the extent that it maintains records regarding the student's internship experience, that shall not release, except to the "School" or its agents or employees, such personal information contained therein, without the written consent of the student or as otherwise provided in 1002.22, Florida Statutes or federal law.
15. **Modification or Termination:**
 - A. **Modification.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, whether oral or written. This Agreement shall not be modified unless in writing

assigned by both parties.

B. Termination. In the event either party, with or without cause, decides to cancel this Agreement, then that party shall notify the other party in writing 10 days prior to the date of termination specifying that this Agreement shall terminate on that date and this Agreement shall be terminated as of that date. If a student is participating in the internship program at the Facility when notice of termination is provided, that student shall be allowed to complete that internship program.

16. Applicable Law. This Agreement shall be governed by the Laws of the State of Florida.

17. Notices. Any written notice required by this Agreement or any other notices, reports, letters, etc. shall be mailed to the parties at the following respective addresses:

(a.) **St. Lucie Public Schools**
Deborah Wuest, Director of Food and Nutrition Services
4204 Okeechobee Road
Ft. Pierce, Fl, 34947

(b.) **Keiser University**
Lenora Shepherd
Nutrition Program Coordinator
10330 South US 1
Port St. Lucie, Fl 34952

18. Binding Effect. This Agreement shall be binding upon the parties' successors and assigns and legal representatives.

19. Assignability. Neither party shall assign this Agreement without the written consent of the other party.

20. Discrimination. Neither party shall discriminate on the basis of race, color, sex, nationality or religion in regard to the provisions of this Agreement. In the event such discrimination occurs, then the nondiscriminating party may terminate this Agreement immediately by written notice to the other party.

21. Litigation Expenses. In the event of litigation between the "School" and "Facility" arising from any provision of this Agreement, each party shall bear its own costs and expenses, including reasonable attorney fees.

SIGNED IN THE PRESENCE OF:

**St. Lucie Pubic Schools
(FACILITY)**

Witness

BY: _____

TITLE: _____

Witness

DATE: _____

**Keiser University-Florida Campus
(INSTITUTION)**

Witness

BY: _____
**Campus President, Keiser University-
Florida Campus**

Witness

DATE: _____