



TODD CRUMBACKER, DIRECTOR
STEPHANIE NORRIS, PROGRAM ASSISTANT
BRENDA CUMMINGS, ADMINISTRATIVE ASSISTANT
MICHELLE LOUDERMILK, ACCOUNTS PAYABLE SECRETARY

DEPARTMENT OF SCHOOL NUTRITION SERVICES

DATE: Oct. 8, 2025
TO: Jesse Bacon, Superintendent
FROM: Todd Crumbacker, Director of School Nutrition Services
RE: Affiliation Agreement - UA & BCPS [Signature Requested]

Please see the attached Affiliation Agreement between the University of Alabama (UA) and Bullitt County Public Schools (BCPS). The purpose of this agreement is to support a course requirement for a distance learning student enrolled at UA; this UA student lives in our local community and will be receiving hands-on experience in one of our kitchens as they complete a course requirement through UA. This Affiliation Agreement, once signed by all parties, will take effect immediately and will remain in effect until May 30, 2026. This agreement has been reviewed by Dinsmore & Shohl LLP; ***signature is being requested by either the Superintendent or the Board Chair.***

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

3AFFILIATION AGREEMENT

This agreement ("Agreement") is made by and between **_BULLITT COUNTY PUBLIC SCHOOLS_** (hereinafter "The Facility") and The Board of Trustees of The University of Alabama a public corporation of the State of Alabama, for and on behalf of its member institution, The University of Alabama, and its Department of Human Nutrition, Hospitality and Sport Management in the College of Human Environmental Sciences ("UA").

RECITALS:

WHEREAS, The Facility and UA are desirous of developing cooperative educational programs that will improve the quality and quantity of foodservice management and/or operations manpower in the State and region (the "Externship"); and

WHEREAS, the Human Nutrition and Hospitality Management programs offered by the College of Human Environmental Sciences at The University of Alabama are programs that are made possible by the cooperative efforts of The Facility and UA; and

WHEREAS, the Foods and Nutrition major (DPD) is approved by The Academy of Nutrition and Dietetics (the "Program"); and

WHEREAS, in conducting these Externships, the parties desire to contribute to the development of this discipline and to assure continuity and supply of qualified personnel for the future by participating in this Agreement under the terms and conditions set forth herein and will make clear their respective expectations and responsibilities for developing experiences for students which will provide the best learning experiences for students in the shortest length of time.

NOW, THEREFORE, in consideration of the premises and the performance of their respective obligations, The Facility and UA agree as follows:

1. During the term hereof, UA will be responsible for:

A. Developing and coordinating the Program in accordance with accepted standards for national accreditation.

B. Entering into this Affiliation Agreement with The Facility selected by student.

C. Providing qualified faculty who will be responsible for and will control the teaching of students by providing competent faculty for the off-site planning and implementation of instruction, teaching, guidance, and evaluation of its students.

D. Providing The Facility with appropriate evidence that all faculty and instructors providing supervision under the terms of this Agreement are appropriately licensed

and competent to so supervise. The Facility reserves the right to the final authority as to whether such a supervisor is appropriately licensed and competent.

E. Ensuring that its faculty and students participating in the Agreement have professional or malpractice liability coverage, and upon written request from Foodservice Facility, providing appropriate evidence thereof.

F. Advising students, faculty, instructors or other University employees participating under the terms of this Agreement of their responsibility, if applicable, to maintain confidentiality regarding patient/employee/student records and activities if The Facility operates within a healthcare setting or school.

G. Inform the student that they must comply with all facility requirements and policies, including, but not limited to, those regarding confidentiality, health insurance, immunizations, fingerprinting, background checks, drug testing, HIPAA training, etc.

H. Maintaining in effect during the term hereof a self-insured and self-funded Comprehensive General Liability Trust Fund that provides coverage to The University of Alabama System, its affiliates, employees, and students for which the insured shall become legally obligated to pay as damages because of legal liability arising from bodily injury, property damage, or personal injury, as stated in the declaration and subject to the trust terms, conditions, and exclusions. The maximum limit of liability is \$2,000,000 per occurrence. Third parties cannot be added or named as additional insureds under this comprehensive general liability program. Upon written request UA will furnish to The Facility a certificate of coverage. Failure to obtain and maintain such coverage shall be grounds for immediate termination of this Agreement. Coverage is applied provided the employee or student is acting within the scope of their duties under this Agreement at the time of the occurrence.

2. During the term hereof, The Facility will be responsible for:

A. Providing qualified professional staff to serve as preceptor(s) to assigned students and the setting in which to accomplish supervised practice and independent study experiences.

B. Orienting students to the practices, policies, and procedures of the Foodservice Facility, including but not limited to HIPAA policies and procedures, if applicable in the Foodservice Facility. The Facility agrees to provide training and information to Students immediately upon or before the start of the program about The Facility's policies and procedures addressing all forms of harassment, discrimination and retaliation, including information on how to report potential harassment, discrimination or retaliation.

C. Assisting the UA faculty with the selection of activities for student experiences and evaluating student performance at the midpoint and end of the assigned supervised practice or independent study. The faculty member is responsible for assigning grades to the students after consultation with the preceptor.

D. Supervising the students when they are assigned to a preceptor.

E. If The Facility is a Healthcare facility, providing emergency treatment for students and faculty for injury or illness while fulfilling the activities of Foodservice Facility, realizing that such emergency medical treatment will be at the expense of the injured individual.

F. Maintaining during the term or any renewal thereof, professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate and furnishing to UA a certificate of insurance, if requested in writing, prior to the commencement of this agreement and annually thereafter. Failure to obtain and maintain such coverage shall be grounds for immediate termination of this Agreement.

G. UA agrees that for purposes of Family Educational Rights and Privacy Act (FERPA), The Facility will be considered a school official with a legitimate educational reason to have access to limited personally identifiable information from student records. UA agrees to provide authorized representatives of The Facility limited personally identifiable information about student interns that is reasonably necessary for participation in the internship. No other information from student's education record will be provided unless The Facility provides a written consent from the student to the release of such information, and/or The Facility otherwise establishes to UA's satisfaction that the need for such information is related to the Externship experience or the release of such information is in compliance with FERPA. The Facility agrees that it will not further disclose personally identifiable information about any student that it receives from UA pursuant to this Agreement, unless the student consents in writing to such disclosure or unless The Facility can otherwise legally disclose the information under FERPA. In consideration for the personally identifiable information, The Facility expressly warrants and represents that it will not use the student information provided by UA for any purpose other than to comply with the terms of its Agreement with UA.

H. Accreditation Inspections. To permit, upon reasonable request, UA and/or agencies charged with the responsibility for accreditation of UA's curriculum, to inspect its facilities, the services available for the Externship experiences, and any other items pertaining to the Externship, solely for the purpose of UA meeting accreditation requirements.

3. The student will be responsible for:

A. Selecting The Facility at which he/she will complete the required supervised hours and/or assignments of the course that the student is currently enrolled in and ensuring that both UA and The Facility sign agreement.

B. Submitting to the Facility prior to each Externship, the name of the instructor, a schedule indicating the days and hours that the student will participate in the Externship, type of Externship experience, first and last date of Externship, and all other information that The Facility needs to facilitate the Externship.

C. Maintaining health insurance.

D. Comply with all Facility requirements and policies, including but not limited to those regarding confidentiality, health insurance, immunizations, fingerprinting, background checks, drug testing, HIPAA training, etc. and maintaining documentation of such items to present to The Facility upon request.

F. Carrying out assigned responsibilities and checking in and out with assigned preceptor(s), as directed.

F. Notifying supervising preceptor of any emergency precluding timely arrival at assigned facility.

4. UA and The Facility agree that:

A. UA will not itself make any claim against The Facility in case of injury to a UA student arising out of the Programs and The Facility shall not itself make any claim against UA in case of injury to The Facility personnel that might arise out of or in connection with UA students obtaining supervised practice or independent study experience under this Agreement.

B. UA and The Facility will maintain regular contact between them to review the progress of the Programs.

C. The Facility may dismiss any student for due cause, such as, but without limitation, disruptive behavior or breach of confidentiality if applicable.

D. This Agreement will involve no transfer of funds between The Facility and UA. UA and The Facility will cover their respective costs incurred in discharging their responsibilities as outlined above.

E. This Agreement may be modified at any time by the written mutual consent of The Facility and UA.

F. In compliance with federal law and UA policy, including but not limited to the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, ADA Amendments Act of 2008, and Title VI of the Civil Rights Act of 1964, each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, protected veteran status, sexual orientation, or any other class protected by law or regulation in either the selection of students for participation in the program or as to any aspect of the educational training program; provided, however, that with respect to disability, the disability must not be such as would,

even with reasonable accommodation, in and of itself, preclude the student's effective participation in the Program.

G. The initial term of this Agreement shall begin on the date the Agreement is signed by The Facility and shall expire five years from the date of execution, unless sooner terminated as provided for herein. UA may renew this Agreement for consecutive one-year renewal terms by sending a written notice of renewal to The Facility not later than 30 days prior to the Agreement expiration. Either party may terminate this Agreement for its convenience by giving the other party six months' advance written notice, but in no instance shall the effective date of a termination by The Facility occur during an academic semester.

H. For the purposes of giving notices or other communications concerning the Programs, the parties designate the following persons to receive such notices:

If to UA: Martha Sears
Academic Advisor

412 Russell Hall
Tel.: (205) 348-8086
Fax: (205) 348-2982
msears@ches.ua.edu

If to The Facility:

Todd Crumbacker, Director of School Nutrition Services

1470 HWY 44 East Shepherdsville, KY 40165

Tel.: _502-869-8050_

Fax: _N/A_

A party may change their designated representative by giving notice to the other party in the manner provided for herein.

I. **Confidentiality.** UA's students and faculty shall respect the confidential nature of information that they have access to, including but not limited to patients' personal health information provided to them orally, contained in patient medical records or maintained on the Facility's electronic information system, if applicable.

UA will advise all participating students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. UA will advise students and

faculty of the importance of complying with the Facility's policies and procedures relative to HIPAA.

If HIPAA is applicable, The Facility agrees that students and faculty members are part of The Facility's "workforce" as defined in the HIPAA privacy regulations, and The Facility consequently agrees to provide students and faculty placed with Facility with training regarding Facility's HIPAA policies and procedures.

UA and Facility acknowledge that, if HIPAA is applicable, students and faculty may use patients' personal health information for educational purposes at facility and at UA, provided such information is appropriately de-identified so as to remove all data that may be used to connect such information back to the patient to whom it relates, or provided Facility otherwise gives written permission.

J. It is expressly agreed that this written agreement embodies the entire agreement of the parties relating this affiliation, and no other agreements exist between the parties except as herein expressly set forth.

IN WITNESS WHEREOF, The Facility and UA by their duly authorized representatives have executed this Agreement on the date shown below.

The Facility

By C. Todd C. L.
Title Director School Nutrition

Date 10/20/25

Approved:

Title _____

Date _____

**The Board of Trustees of The
The University of Alabama**

By _____
Julie Shelton
Senior Associate Vice President
for Finance

Date _____