

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”), by and between the **WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS** on behalf of **WEST VIRGINIA UNIVERSITY** and its **SCHOOL OF MEDICINE, DEPARTMENT OF COMMUNICATION SCIENCES AND DISORDERS** (“WVU”) and **BOONE COUNTY SCHOOL DISTRICT** (“Affiliate”), (Collectively “Parties” and sometimes as “Party”).

W I T N E S S E T H:

WHEREAS, the West Virginia University Board of Governors governs West Virginia University and its School of Medicine; and

WHEREAS, WVU is currently conducting undergraduate and graduate educational programs in Communication Sciences and Disorders, Speech-Language Pathology, and Doctor of Audiology and desires to obtain clinical education or fieldwork for the students (“Program Student(s)”) enrolled in such educational program; and

WHEREAS, the object and purposes of this Agreement are in furtherance of WVU’s mission; and

WHEREAS, Affiliate wishes to affiliate with WVU to establish a mutually beneficial relationship for the purpose of carrying out the goals and objectives identified in this agreement;

WHEREAS, the Parties share the mutual goal of providing optimum field experience for Program Students enrolled in courses at WVU.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions herein contained, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF WVU.

1.1. WVU shall designate a faculty member to serve as a liaison person between the Affiliate and WVU.

1.2. WVU shall provide faculty who will be responsible for guiding Program Students in the MS in Speech-Language Pathology and Doctorate of Audiology programs, and/or another applicable field, field experience.

1.3. WVU shall provide projected schedules of faculty time commitment to the Affiliate prior to beginning field experiences.

1.4. WVU shall provide information to the Affiliate regarding desired learning experiences and policies as these relate to the teaching of the Program Students.

1.5. WVU shall direct Program Students that they are responsible for arranging their own transportation. Valid driver's license and satisfactory insurance will be required when driving.

1.6. WVU shall direct Program Student(s) that they are responsible for keeping the designated preceptor in the Affiliate informed of plans and time commitment related to the field experience.

1.7. WVU shall advise Program Student(s) participating in the rotations at Affiliate that they are responsible for complying with the applicable rules and regulations of Affiliate and shall provide to each Program Student health, safety, and any other policy information provided by Affiliate to WVU.

1.8. WVU shall establish and maintain ongoing communications about the field experience with the program supervisor of Affiliate and other designated Affiliate personnel including, but not limited to, a description of the curriculum, policies, faculty, and major changes

to the information provided pursuant to Section 1.7 hereof. On-site visits may be arranged when feasible.

1.9. In accordance with applicable laws, regulations, and West Virginia University policy, WVU shall immediately remove any Program Student from participation in this Affiliation if WVU becomes aware of any physical, mental, or emotional problem, including chemical dependency, which would impair Program Student's performance and/or represent a threat to the health and safety of clients, Affiliate employees, or others. Affiliate shall have the right to immediately remove a Program Student from its premises, suspend the Program Student's placement, or otherwise prohibit the Program Student from participating in Affiliate activities pending investigation whenever Affiliate reasonably determines such action is necessary to protect the health, safety, welfare, or operations of Affiliate or its students, employees, clients, or visitors. Affiliate shall promptly notify WVU of any such action.

Affiliate acknowledges that applicable law may prevent WVU from sharing specific details of such information with Affiliate but understands that WVU will immediately withdraw its Program Student from the Affiliate if such information indicates that the Program Student's performance may be impaired and/or represents a threat to the health and safety of clients or Affiliate employees or faculty. Furthermore, in the event of a Program Student's substandard academic or clinical performance or failure to abide by the policies and procedures established by the Affiliate, or conventions established by the profession, upon notice from the Affiliate, WVU and the Affiliate agree to enter into early intervention to resolve the issue. If the issue cannot be resolved, or if Affiliate determines that the Program Student presents a threat to the health, safety, or welfare of Affiliate's students, clients, employees, or others, or is otherwise unsuitable for

continued placement, WVU shall immediately withdraw the Program Student from the Affiliation upon Affiliate's request.

2. RESPONSIBILITIES OF AFFILIATE.

2.1. Affiliate shall provide field experiences in Communication Sciences and Disorders for Program Students.

2.2. Affiliate shall designate a contact person between the Affiliate and WVU.

2.3. Affiliate shall orient the Program Students to the services of the Affiliate and the policies and procedures governing the functions of the Affiliate.

2.4. Affiliate shall orient the faculty from WVU and keep faculty informed of changes in programs, policies, and procedures in the Affiliate.

2.5. Affiliate shall retain ultimate responsibility for the Affiliate clients.

2.6. Affiliate shall keep faculty informed of the Program Student's progress in meeting the goals of the identified learning experiences.

2.7. Affiliate shall provide periodic feedback to Program Students regarding their performance in the identified learning experiences.

2.8. Affiliate shall accept Program Student and WVU faculty services without remuneration.

2.9. Affiliate shall assign a staff member as an Affiliate preceptor who will be responsible for the supervision of the Program Student's training at the Affiliate.

2.10. In the event a Program Student or WVU faculty member suffers an injury while on the Affiliate's premises, the Affiliate will respond and, if appropriate, provide care in compliance with the Affiliate's Policies and Procedures. Such care will be at the Program Student's or faculty member's expense.

2.11. To the extent permitted by law, and for any non-discriminatory reason, Affiliate retains the sole discretion to accept or reject any proposed Program Student placement and may limit the number of Program Students accepted or the locations, assignments, or supervisors for any placement.

3. MUTUAL RESPONSIBILITIES.

3.1. The WVU faculty and the Affiliate contact person will discuss desired learning experiences for Program Students and experiences the Affiliate can provide.

3.2. Selection of the available experiences appropriate to the attainment of the learning objectives for faculty and Program Students will be made cooperatively with Affiliate, the faculty preceptor, and the Program Student.

3.3. After completion of each semester, faculty designated by WVU and the designated representative of the Affiliate will meet to evaluate the semester's experience and project plans for the following semester.

3.4. The WVU faculty and the Affiliate contact person will negotiate the number of Program Students to receive experiences in the Affiliate each semester.

4. **TERM.** Unless terminated sooner as hereinafter provided, this Agreement shall be effective June 1, 2026, through May 31, 2027 [a one (1) year term] and may be renewed upon mutual written agreement of the Parties.

5. **TERMINATION.** Either Party may terminate this Agreement for any reason upon ninety (90) days prior written notice. Any Program Student already at Affiliate at the time of the termination of this Agreement will be allowed to complete the rotation at Affiliate in accordance with the terms of this Agreement. Notwithstanding the foregoing, Affiliate may immediately

remove any Program Student from its premises or terminate an individual Program Student's placement pursuant to Section 1.9, without terminating this Agreement.

6. NOTICES. Any written notice required by this Agreement shall be sent by certified mail, return receipt requested, to the address given below or to such later address as may be specified in writing. Any prior written notice periods required by this Agreement shall be deemed to be effective upon receipt if sent in accordance with this notice provision.

If to WVU: Chancellor & Executive Dean of WVU Health Sciences
 West Virginia University
 Robert C. Byrd Health Sciences Center
 P.O. Box 9000
 Morgantown, WV 26506-9000

If to Affiliate: Boone County School District
 Attn: Catina Herbert
 8330 US-42
 Florence, KY 41042

7. NON-DISCRIMINATION. Each Party hereby states that it is, and shall continue to be, in compliance with the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 as well as other applicable Federal, State, and local statutes, rules and regulations. No person shall, on account of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression, be unlawfully excluded from participation in any programs sponsored by either of the Parties to this Agreement. The Parties shall not discriminate on the basis of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as

defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression, in any of the services provided hereunder.

8. LIABILITY INSURANCE. Professional and general liability coverage provided by the State of West Virginia will apply to Program Students assigned under this Agreement while they are acting within the scope of their approved assignment. The amount of coverage is One Million Dollars (\$1,000,000.00) per occurrence with no aggregate limit. WVU shall provide Affiliate with a copy of the Certificate of Insurance upon request.

9. LIABILITY. Each Party agrees that it shall be responsible for all demands, claims, damages to persons and/or property, losses or liabilities, including reasonable attorney fees arising out of or caused by the Party's negligence or intentional misconduct, if assessed by a court of competent jurisdiction to be the responsibility of that Party.

10. SEVERABILITY. If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable, or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the Parties.

11. APPLICABLE LAW AND VENUE. Intentionally omitted.

12. USE OF NAME. Neither Party shall use the name or logo of the other Party or its trade, assumed, or true names in any advertising, promotional, or other materials in any form of

media without the prior written consent of that Party. Requests to use WVU's name or logo should be sent to the Director of Brand and Trademark Licensing at trademarklicensing@mail.wvu.edu.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties as to this subject matter and supersedes any previous oral or written negotiations and/or agreement.

14. HIPAA. WVU states that it has trained or caused to be trained all individuals provided pursuant to the terms of this agreement in the regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations. In the event that the Affiliate becomes aware of any breach of privacy by any Program Student assigned to the Affiliate, the Affiliate will immediately notify WVU of such breach.

15. COUNTERPARTS AND SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed original, but which together shall constitute one and the same instrument. Facsimile or scanned images of signatures upon this Agreement shall be binding on the Party so signing as if an original signature and shall have the full force and effect thereof.

16. ASSIGNMENT. This Agreement may not be assigned by either Party without the written consent of the other Party hereto; provided, that WVU may assign this Agreement to a successor board, agency or commission of the State of West Virginia by giving written notice to Affiliate.

17. MODIFICATIONS AND AMENDMENTS. This Agreement may be modified at any time upon mutual consent in writing of the Parties signed by the Parties hereto. Any proposed

change must be made in writing to the other Party and must be accepted in writing before it will be given effect.

18. FERPA. Each Party acknowledges that education records are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations, including 34 C.F.R. Part 99. To the extent that either Party receives personally identifiable information from the other Party that is contained in education records protected by FERPA, the receiving Party agrees to use such information only for the purpose for which it was disclosed and to comply with all applicable FERPA requirements, including the limitations on redisclosure set forth in 34 C.F.R. § 99.33(a). Each Party shall be responsible for obtaining any consents or authorizations required under FERPA for disclosures it makes and shall provide reasonable guidance or information necessary to enable the receiving Party to comply with applicable FERPA requirements..

19. IMMUNIZATIONS AND TRAININGS. WVU will assure and certify to Affiliate that the Program Student has all necessary inoculations and vaccinations (Polio, Tetanus, MMR, Varicella, Hep B, PPD, CPR), required to provide direct patient care. Also, the Program Students will be trained in HIPAA procedures and regulations, prior to doing any clinical work. No Program Student will be allowed to provide direct patient care until these requirements are met.

20. BACKGROUND CHECKS. As a condition of participation in any clinical rotation or placement with Affiliate, WVU shall require each Program Student to successfully complete fingerprinting and any criminal background check required by Affiliate. All required fingerprinting and background checks shall be completed, and the results determined to be satisfactory by Affiliate, before the Program Student is permitted to begin any clinical rotation or other activities on Affiliate property or under Affiliate supervision. Program Student shall execute

any authorizations or consents reasonably necessary to permit the release of the background check results to Affiliate.

In addition to the foregoing, WVU shall immediately notify Affiliate upon becoming aware of any information, allegation, charge, investigation, arrest, conviction, or other conduct involving a Program Student that may trigger Affiliate's reporting obligations under applicable Kentucky law, including but not limited to any conduct that could constitute suspected child abuse or neglect or otherwise affect the Program Student's eligibility or suitability to work in a K-12 public school setting. WVU shall cooperate with Affiliate in providing any information reasonably necessary for Affiliate to comply with its obligations under applicable federal or Kentucky law or Affiliate policy..

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SIGNATURES TO FOLLOW ON NEXT PAGE.]**

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date first written above.

WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
on behalf of **WEST VIRGINIA UNIVERSITY**,
Michael T. Benson, D.Phil., President, by

Clay B. Marsh, M.D.
Chancellor and Executive Dean of WVU Health Sciences

Date

BOONE COUNTY SCHOOL DISTRICT

Dr. Jeff Hauswald
Superintendent

Date