



**Department of Counseling & Marital and Family Therapy**  
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### **Affiliation Agreement**

This **Affiliation Agreement** (“Agreement”) is entered into by and between the University of San Diego (“USD”) and Army and Navy Academy.

WHEREAS, USD is a non-profit institution of higher education; and

WHEREAS, the School of Leadership and Education Sciences (“SOLES”), a school within USD, conducts a variety of programs at the undergraduate, master’s and doctoral levels in learning and teaching, counseling and education administration, among other areas. USD desires to obtain teaching, counseling and education administration field experience for its enrolled students (the “USD students”);

WHEREAS, the Army and Navy Academy recognizes the need for and desires to aid in the professional development of the USD students, and is willing to make its employees and premises available for such purposes;

NOW, THEREFORE, for good and valuable consideration, USD and Army and Navy Academy agree as follows:

1. **Term.** The term of this Agreement shall begin on August 1, 2018, and end on July 31, 2023 unless terminated earlier pursuant to Paragraph 4 below. This Agreement may be extended or renewed only in a writing signed by authorized representatives of USD and Army and Navy Academy.
2. **USD Responsibilities**
  - a. USD will determine the eligibility of its students to participate in the program with the Army and Navy Academy established under this Agreement.
  - b. USD will assign students to the Army and Navy Academy.
  - c. USD will monitor and evaluate the progress of each USD student assigned to the Army and Navy Academy.
  - d. USD will determine the number of semester units provided to each USD student as a result of participation in the program described under this Agreement.
  - e. USD students who are assigned to the Army and Navy Academy under this Agreement shall not be considered agents or employees of the Army and Navy Academy.

3. **Army and Navy Academy Responsibilities.**

- a. The Army and Navy Academy will provide educational learning experiences that are planned, organized and administered by qualified staff. The educational assignments provided by the Army and Navy Academy shall be designed to facilitate the USD student's professional growth.
- b. The Army and Navy Academy will provide to each assigned USD counseling student experience either through observation and participation or directed counseling experience. Each USD student assigned to the Army and Navy Academy will be given the opportunity to actively participate in the duties and functions associated with school counseling.
- c. The Army and Navy Academy will assign one or more of its employees to supervise and instruct each USD student assigned to the Army and Navy Academy. The supervising Army and Navy Academy employee must hold valid credentials issued by the State Board of Education authorizing the supervising Army and Navy Academy employee to serve as a counselor or administrator in the school in which the USD student is assigned.
- d. For good cause shown, the Army and Navy Academy may refuse to accept a USD student assigned to it. Similarly, for good cause shown, the Army and Navy Academy may request that a USD student assigned to it be withdrawn from the program, and USD will comply with the request. The Army and Navy Academy will notify USD in writing of a decision not to accept a USD student or to request that a USD student be withdrawn from the program. The written notice will describe the basis for the decision or request. If USD does not agree with the Army and Navy Academy refusal to accept a student or request for withdrawal of a student, USD will provide the Army and Navy Academy with a written statement setting forth the basis for the disagreement within ten (10) working days of its receipt of the Army and Navy Academy's written notice.
- e. The Army and Navy Academy will ensure that the USD student does not replace or substitute for any Army and Navy Academy employee, and that the USD student does not perform any of the duties normally performed by an employee for the Army and Navy Academy, except those duties that are part of the training and performed by the student under the supervision of a Army and Navy Academy employee.

4. **Termination.** Either party shall have the right to terminate this Agreement at any time and for any reason with thirty (30) days' advance written notice to the other. Notwithstanding the foregoing, the parties agree that any USD student participating in a teaching or administration experience shall be permitted to complete the semester during which such termination of Agreement occurs.

5. **FERPA.** The Army and Navy Academy understands that the educational records of the USD student assigned to the Army and Navy Academy are protected by the Family

Educational Rights and Privacy Act (FERPA). The parties agree to comply with the requirements of FERPA. As a result of this Agreement, the Army and Navy Academy is considered to be a school official of USD. The Army and Navy Academy agrees to protect the privacy of educational records concerning any USD student assigned to the Army and Navy Academy under this Agreement, and will not transmit, share or disclose any such records without the student's written consent, except to other school officials of USD who have a legitimate educational interest in the records.

6. **Commitment to Non-Discrimination.** USD and the Army and Navy Academy shall not discriminate in the selection of, acceptance of, or participation by any USD student in any program or services offered under this Agreement on the basis of the student's race, color, national origin, religion, sex, sexual orientation, disability, or any other characteristic protected by federal, state or local law.

7. **Indemnification.**

- a. The Army and Navy Academy agrees to defend, indemnify and hold USD and its employees, students and agents harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including without limitation attorneys' fees, arising out of or in any way related to the alleged negligent or willful acts or omissions of the Army and Navy Academy or any of its employees or agents in connection with the performance of this Agreement, including without limitation employment-related claims made by a Army and Navy Academy employee or agent, as well as claims arising out of or relating to the Army and Navy Academy's refusal to accept an assigned student or the Army and Navy Academy's request that an assigned student be withdrawn from the program.
- b. USD agrees to defend, indemnify and hold the Army and Navy Academy and its employees harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including without limitation attorneys' fees, arising out of or in any way related to the alleged negligent or willful acts or omissions of USD or any of its employees or students in connection with the performance of this Agreement.

8. **Insurance.**

- a. At all times during the term of this Agreement, the Army and Navy Academy will maintain the following types and levels of insurance for its employees and agents who perform any services to fulfill the Army and Navy Academy's responsibilities under this Agreement: Commercial general liability insurance, workers' compensation insurance, and applicable errors and omissions liability insurance, each with a limit in an amount not less than \$1,000,000 per occurrence.
- b. At all times during the term of this Agreement, USD will maintain the following types and levels of insurance for its employees and agents who perform any services to fulfill USD's responsibilities under this Agreement, as well as for USD students who are assigned to the Army and Navy Academy under this Agreement:

Commercial general liability insurance, workers' compensation insurance, and applicable errors and omissions liability insurance, each with a limit in an amount not less than \$1,000,000 per occurrence.

- c. Proof of the required insurance under this Agreement shall be provided by one party to the other upon request. Either party will provide the other with at least thirty (30) days' advance written notice before cancellation or any reduction or material change in coverage.
9. **Use of USD's Trademarks and Logos.** The Army and Navy Academy shall not use USD's trademarks, logos or insignia, or otherwise identify USD in any form of publicity, disclosure or sale without the advance written permission of USD.
10. **Independent Contractor.** It is expressly understood and agreed that, in the performance of the activities contemplated by this Agreement, the parties and their employees and agents will at all times act as independent contractors of one another, and not as employees or agents of one another. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture association, or other affiliation or like relationship between parties. Neither party shall have the right to obligate or bind the other in any manner whatsoever with respect to any third party, and nothing herein contained shall give or is intended to give any right to a third party. In no event will either party be liable for the debts or obligations of the other party, except as specifically provided herein.
11. **Entire Agreement.** The parties declare and represent that no promise, inducement or agreement not herein expressed has been made to them and that this Agreement contains the full and entire agreement between and among the parties relating to the subject matter herein, and that the terms of this Agreement are contractual and not a mere recital.
12. **Amendment/Severability.** This Agreement may not be amended, except through a writing signed by authorized representatives of USD and the Army and Navy Academy. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable.
13. **Assignment and Subletting.** The rights and responsibilities granted in this Agreement are not assignable.
14. **Dispute Resolution.** This Agreement shall be governed by the laws of the State of California. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration under the applicable rules of JAMS. The venue for the arbitration shall be in San Diego, California. Each party shall be responsible for its own costs and attorneys' fees incurred in connection with any such dispute.

15. **No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of and be enforceable only by the parties to this Agreement. No third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.
16. **Authority.** By signing below, the representative from each party represents that he/she is duly authorized to sign the Agreement on behalf of either USD or the Army and Navy Academy.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute a single agreement binding on the parties. This Agreement will be considered executed by a party when the signature of such party is delivered physically, by email or facsimile transmission to the other party. The parties agree that any signature delivered by email or facsimile transmission shall have the same force and effect as an original signature.

ARMY AND NAVY ACADEMY

Date: 7/25/2018

By: Ethan Segovia  
Ethan Segovia, Dean of Academics

UNIVERSITY OF SAN DIEGO

Date: 7/25/2018

By: Nicholas Ladany

Dr. Nicholas Ladany  
Dean, School of Leadership and Education Sciences