

UNIVERSITY OF WEST FLORIDA
Department of Teacher Education and Educational Leadership
AFFILIATION AGREEMENT

I. PARTIES

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the date last signed below between THE UNIVERSITY OF WEST FLORIDA, acting for and on behalf of the University of West Florida Board of Trustees, a public body corporate (hereinafter referred to as "University") and ALAMEDA UNIFIED SCHOOL DISTRICT (hereinafter referred to as "Affiliate").

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participating students from the University ("Students") within a professional setting in accordance with the guidelines set forth in this Agreement and any attached addenda.

III. MUTUAL RESPONSIBILITIES

A. Educational Program. The Parties agree to cooperate in order to provide a comprehensive learning experience within a professional setting (the "Program") for Students enrolled in the University's Department of Teacher Education and Educational Leadership or its TeacherReady® Teacher Certification Program. The Parties agree that the Students selected for the Program will be permitted to participate at dates and times mutually agreeable between the Affiliate and the University. The number of Students and specific dates when the Students will be utilizing the various departments of the Affiliate will be established and agreed upon by both parties in advance of the specific session. The Parties agree to work together to maintain an environment that provides quality student learning within the curriculum plan of the Program. The Affiliate and the University shall be mutually responsible for the assignments of Students based upon the goals and objectives of the Program.

B. Non-Discrimination. The Affiliate and the University agree to continue their respective policies of non-discrimination based on sex, sexual orientation, age, race, color, creed, disability, veteran's status or national origin. Each party shall be responsible for their compliance with applicable state and federal laws, rules and regulations prohibiting discrimination.

C. Non-Disclosure. The University may disclose information from a Student's educational record, as appropriate, to personnel of the Affiliate who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. 1232g; 34 CFR Part 99). The Affiliate hereby agrees that its personnel will use such information only in furtherance of the Program for the Student, and that the information will not be disclosed to another party without notice to the University and with the Student's prior written consent. The University agrees to work with Students, staff and administrators to insure that all individuals

participating in the Program are made aware of their obligations to ensure other student confidentiality as well. Records of University and Affiliate will be subject to public access only to the extent required by Chapter 119, Florida Statutes.

E. Discipline. Affiliate has the right to notify the University that it has withdrawn its permission for any Student to participate in the Program at the Affiliate.

IV. SPECIFIC RESPONSIBILITIES OF THE UNIVERSITY

A. Coordinator. The University shall designate a person or persons to coordinate and act as liaison with the appropriate Affiliate personnel. The University shall provide to the Affiliate the current curriculum, course objections, and any syllabus of University's applicable educational Program, as well as all forms regarding practicum experience and instructions for completion of these forms. The University shall provide one or more faculty who will be responsible for instruction of the Students while participating in the Program and for evaluation of each participating Student. The University faculty has the responsibility of selecting, planning, and evaluating the work of the Students and such selecting, planning and evaluating shall be accomplished in accordance and consistent with the policies and programs of the Affiliate.

B. Student List. The University shall provide the Affiliate with a list of Students participating in the Program at least ten (10) days before each rotation is to start. There is no minimum number of Students required to be placed at the Affiliate.

C. Attendance. The University shall instruct each Student to attend all educational activities and adhere to applicable attendance policies of Affiliate where Student may be assigned.

D. Student Progress. The University agrees to communicate with the Affiliate's coordinator and Student to assess Student's progress as necessary.

V. SPECIFIC RESPONSIBILITIES OF THE AFFILIATE

A. Orientation. The Affiliate agrees to provide an appropriate orientation to Students concerning the facilities and the rules, policies and procedures of the Affiliate and other related material, such as scheduling information.

B. Educational Experience. The Affiliate agrees to provide adequate facilities and services for Students in accordance with the objectives of the program and assist in the evaluation of Student's learning experience.

C. Coordinator. The Affiliate agrees to designate a coordinator or preceptor from its staff to act as the liaison with University in this Agreement. The Affiliate coordinator has the responsibility of selecting, planning, and evaluating the work of the students and such selecting, planning and evaluating shall be accomplished in accordance and consistent with the policies and programs of the University coordinator.

VI. COORDINATORS. University and Affiliate shall designate a person (or persons) to coordinate and act as preceptor or liaison with the other party as set forth below:

Affiliate:

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

Attn: Sandy Wong

University:

University of West Florida
Teacher Education
11000 University Parkway
Building 85/Room 196
Pensacola, FL 32514
Attn: Field Placement Coordinator

VII. SPECIFIC RESPONSIBILITIES OF STUDENTS

The University agrees to advise each Student assigned under this Agreement to:

- A. Compliance. Comply with the policies and procedures of the Affiliate, and with all state, local and federal regulations.
- B. Confidentiality. Maintain the applicable confidentiality of all records and information exchanged in the course of the Program, including but not limited to, student educational records.
- C. Transportation. Arrange for all transportation requirements necessary to participate in the Program.

VIII. LIABILITY

A. **Liability.**

- 1) University shall hold Affiliate, its officers, employees and agents harmless from and against any and all liability, loss, or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claims") but only in proportion to and to the extent such Claims are caused by or result from the negligent acts or omissions, or violation of FERPA with respect to student records, by University, its officers, agents, or employees.
- 2) Affiliate shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all Claims arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions, or violation of FERPA with respect to Student records, by Affiliate, its officers, agents, or employees.

- B. Insurance. Each party shall maintain or cause to be maintained the following insurance or self---insurance coverage:

1. A policy of workers' compensation providing statutory coverage, provided however, University does not provide worker's compensation for its students, who are not employees of the University; and
 2. Such other insurance or self---insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement.
- C. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of this section may be satisfied by the provision of similar coverage through a self---insurance program. Thirty (30) days advance written notice shall be provided to the other party of any modification, change, or cancellation of any of the above insurance coverage.
- D. Student Health Insurance. During the term of this Agreement, University shall advise registered Students of the Affiliate's requirement of personal health insurance.
- E. Nothing contained herein shall be construed or interpreted as denying the University any remedy or defense available under the laws of the State of Florida; the consent of the University to be sued; or a waiver of sovereign immunity of the University beyond the waiver provided in section 768.28 of the Florida Statutes.

IX. GENERAL TERMS AND CONDITIONS

A. Term. This Agreement shall be for an initial term of two years and shall continue thereafter for additional one year periods unless terminated by either party as provided herein. This agreement may be modified or amended by mutual written consent of both parties at any time. Either party shall have the absolute right to terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. However, any termination or expiration of this Agreement shall be effective only upon full completion of the Program curriculum for Students currently participating in a rotation with the Affiliate.

B. Independent Contractors. 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 operations under 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.

C. Conflicts. Both parties agree that in the event conflicts or problems arise related to the rotation of any Student pursuant to this Agreement, Affiliate shall immediately contact the University's Coordinator. In the event that disagreements are not resolved by the Student involved, and the coordinators, such disagreements shall be resolved by the Chairperson of the Department at the University and the chief executive officer of Affiliate or his/her designee.

D. Integration. This Agreement, together with any applicable Addenda, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, understandings and representations (if any) made by and between the Parties. The terms and provisions hereof may be amended, supplemented, waived or changed by a writing signed by each of the parties hereto.

E. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

F. Assignment. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

G. Notices. Any notice to be given hereunder by either party to the other, unless otherwise provided for, must be in writing and may be effected either by personal delivery or by United States certified mail, return receipt requested, postage prepaid. Mailed notices shall be addressed to the parties at the addresses set forth in Section VI of this Agreement.

H. File Copies. Fully executed originals of this signed Agreement shall be placed on file at the University in the Office of Academic Affairs and the Affiliate.

SIGNATURE PAGE FOLLOWS

X. SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

ALAMEDA UNIFIED SCHOOL DISTRICT

BY: _____
Timothy Erwin, Chief Human Resources Officer

Date

THE UNIVERSITY OF WEST FLORIDA

BY: _____

Dr. George Ellenberg, Vice Provost

Date

BY: _____

Dr. Jerry Johnson

Chair, Teacher Education and Educational Leadership

Signature page to University of West Florida-_____Affiliation Agreement.