

**AFFILIATION AGREEMENT BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
AND WESTERN CAROLINA UNIVERSITY**

This affiliation Agreement is made and entered into effective June 21, 2012, by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, a body politic and corporate, with its offices located at 900 Walnut Street, Green Cove Springs, Florida, 32043 (hereinafter referred to as the "SCHOOL BOARD"), and Western Carolina University with its offices located at Killian 201 P2, Cullowhee, North Carolina 28723 (hereinafter referred to as the "COLLEGE"). This Agreement is for the following programs(s):

* GRADUATE SPECIAL EDUCATION

WHEREAS, the SCHOOL BOARD is the local education agency that provides public education services to compulsory-aged students in Clay County, Florida; and

WHEREAS, the COLLEGE has a Graduate Special Education program and other teacher education programs [hereinafter referred to as the "Program(s)"] that require a combination of coursework and field and clinical experiences; and

WHEREAS, both the SCHOOL BOARD and the COLLEGE desire to collaborate regarding the placement of college students enrolled in appropriate education programs to complete their field and clinical experiences in schools governed by the SCHOOL BOARD;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS. The above-stated recitals are true and correct, and by this reference are incorporated herein and made a part thereof.

2. DEFINITIONS /TERMS. For the purposes of this Agreement, the term "Intern" shall be defined as a student who is enrolled in the COLLEGE'S state-approved Teacher Education or other educational program that has been approved by rules of the State Board of Education and who is assigned by the COLLEGE to a school governed by the SCHOOL BOARD to perform a clinical field experience under the direction of a certified educator in the school.

3. OBLIGATIONS OF THE COLLEGE.

 a. The COLLEGE shall be responsible for the organization, administration, staffing, operating, and financing of its Program(s), and the maintenance of accepted standards for its educational programs.

b. The COLLEGE shall maintain all records and reports on Intern experiences in accordance with COLLEGE policy and regulatory requirements.

c. The COLLEGE shall designate a faculty member as liaison to the SCHOOL BOARD.

d. The COLLEGE'S liaison shall plan with the SCHOOL BOARD'S designee regarding all Intern placements. No Intern shall be placed in any school without the prior written consent of the SCHOOL BOARD'S designee. Such consent shall be on forms approved by the parties. The parties shall use a placement procedure that is agreed upon by the district superintendent or his/her designee.

e. The COLLEGE shall assure that students selected as Interns have completed all required academic prerequisites prior to recommendation for placement with the SCHOOL BOARD.

f. The COLLEGE shall assume responsibility for the overall educational experience and grades of its Interns, with consideration given to the assessment and evaluation provided by the directing teacher.

g. The COLLEGE, at its own expense, shall obtain a Level II background screening for each Intern placed with the SCHOOL BOARD. The Level II background screening shall be a condition precedent to the Intern being placed. The COLLEGE acknowledges that Interns with disqualifying offenses will not be considered for placement with the SCHOOL BOARD.

h. Responsibility to inform student: The COLLEGE shall inform its students in the Program(s) that as participants in the Program(s) they are required to:

(1) Comply with the policies and procedures of the SCHOOL BOARD, to the extent permitted by law, including the SCHOOL BOARD'S policies on confidentiality and disclosure of information.

(2) Comply with state and federal laws and regulations.

(3) Provide and wear the necessary and appropriate attire while performing or receiving services under this Agreement.

(4) Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.

(5) Comply with the Family Educational Rights and Privacy Act ("FERPA") regarding the confidentiality of student records.

(6) Acknowledge and agree that neither the COLLEGE nor the SCHOOL BOARD guarantees to place or maintain placement of any program student under this Agreement.

4. OBLIGATIONS OF THE SCHOOL BOARD: The SCHOOL BOARD shall:

a. Provide the facilities, applicable personnel, services, and other items necessary for the educational clinical experience as specified herein.

b. Determine the work location and assignment of Interns in collaboration with the COLLEGE. The SCHOOL BOARD will accept from the COLLEGE the number of qualified students that staff, time, and space permit as determined solely by the SCHOOL BOARD.

c. Encourage an atmosphere conducive to learning.

d. Place approved teacher Interns with certified teachers who have completed Clinical Educator Training (CET), have a minimum of three years of successful classroom experiences, and who demonstrate effective classroom management.

e. Place approved school psychology Interns with certified school psychologists who have completed CET and have a minimum of three years of successful experience as school psychologists.

f. Cooperate with the COLLEGE in enforcing COLLEGE policies and procedures related to student performance and student conduct.

g. Permit the authority responsible for accreditation of COLLEGE'S curriculum to inspect the facilities, services, and other items provided by the SCHOOL BOARD for purposes of the education experience upon reasonable notice.

h. Notify the COLLEGE, in writing, of any Intern whose work or conduct with students, parents, or personnel is not, in the opinion the SCHOOL BOARD, in accordance with acceptable procedures or standards of performance or otherwise could disrupt the SCHOOL BOARD'S operation. The SCHOOL BOARD may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of educational services or for unprofessional behavior. In such event, said student's participation in the Program(s) at the school shall immediately cease, subject to being resumed only with the mutual agreement of the SCHOOL BOARD and COLLEGE.

5. PROGRAM COORDINATION

a. The COLLEGE and the SCHOOL BOARD agree to work together to establish and maintain a quality program. The SCHOOL BOARD agrees to take an active role in suggesting education policy, curriculum, and course content.

b. The parties acknowledge that many student educational records are protected by FERPA and that student permission must be obtained before releasing specific student data to anyone other than the COLLEGE. COLLEGE agrees to provide guidance to the SCHOOL BOARD with respect to complying with FERPA.

c. Neither party shall have the power to obligate the SCHOOL BOARD or COLLEGE resources or commit either to any particular action.

d. Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws and rules, as well as their own respective institutional rules and regulations.

e. The parties hereto acknowledge and agree that the SCHOOL BOARD is a political subdivision of the State of Florida. As such, the SCHOOL BOARD'S performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations, and their respective Board's rules which are applicable to the SCHOOL BOARD'S and/or COLLEGE'S operations, commitments and/or activities, as the case may be, in furtherance of any terms specified herein.

f. Both parties acknowledge and agree that as a political subdivision of the State of Florida, SCHOOL BOARD is subject to the provisions of Chapter 119, *Florida Statutes*, regarding public access to records, which records would include all communications and agreements with COLLEGE.

g. The parties agree to keep a current written record of the specific schools where students are actually participating in the Program(s).

6. INSURANCE

a. The parties understand and agree that COLLEGE is an agency of the State of North Carolina and nothing herein shall constitute a waiver of sovereign immunity or limits of governmental liability that are set forth in the North Carolina Tort Claims Act, NCGS 143-291 et seq. COLLEGE will be responsible for the negligent conduct of its officers, employees, and others for whom COLLEGE is legally responsible relating to the performance of this Agreement to the extent permitted by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of

Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of Western Carolina University, its officers or employees. COLLEGE is not responsible for personal injury or property damage or loss resulting from the negligence of its students.

- b. COLLEGE agrees to ensure that its participating students and supervising faculty or instructors acquire and maintain professional liability insurance for themselves with minimum limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in aggregate and will provide proof of such coverage to SCHOOL BOARD upon execution of this agreement.
- c. COLLEGE acknowledges that the SCHOOL BOARD is self insured for tort liability with limits of \$100,000 per claimant/\$200,000 per occurrence, as authorized pursuant to §768.28, *Florida Statutes*, with said protection being applicable to officers, servants, and agents while acting within the scope of their employment by the SCHOOL BOARD. Furthermore, nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the COLLEGE or the SCHOOL BOARD to be sued; or (iii) a waiver of sovereign immunity of the COLLEGE or the SCHOOL BOARD beyond the waiver provided in §768.28, *Florida Statutes*.

7. INDEMNIFICATION.

- a. SCHOOL BOARD agrees to be fully responsible for its own acts of negligence, and it's respective agents' acts of negligence, when acting within the scope of their employment, and agrees to be liable for any damages resulting from said negligence subject to the limitations and defenses provided by §768.28, *Florida Statutes*. Nothing herein is intended to serve as a waiver of sovereign immunity of the SCHOOL BOARD. Nothing herein shall be construed by the SCHOOL BOARD as consent to be sued by third parties for any matter arising out of or relating to this Agreement.
- b. To the extent by North Carolina law, COLLEGE shall indemnify and hold harmless the SCHOOL BOARD from any and all claims, losses, liabilities, costs and expenses, including costs of defense and attorneys fees, arising in whole or in part, out of any negligent, grossly negligent or reckless act or omission of any instructor, agent or employee of the COLLEGE.

8. INDEPENDENT CONTRACTOR. 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 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. Interns shall participate in the Program(s) hereunder for the sole consideration of obtaining an educational experience. No Intern or participant shall be considered an employee or volunteer of the SCHOOL BOARD by virtue of that Program participation.

9. MISCELLANEOUS

a. NON ASSIGNMENT. This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.

b. NO THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the SCHOOL BOARD and the COLLEGE, and is not intended to create rights or any cause of action in any third parties.

c. PERFORMANCE. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder or give rise to any claim for damages.

d. TERM/TERMINATION. The term of this Agreement shall be for a period of five (5) years commencing on the effective date and may be renewed for successive three (3) year periods if agreed upon in writing by the parties herein. If either party to this Agreement wishes to terminate the Agreement early, it is understood that at least ninety (90) days' prior written notice shall be given prior to the proposed termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Program(s) shall continue as necessary for the purpose of permitting students actually participating in the Program(s) at the time of termination to finish the Program(s) at the SCHOOL BOARD.

e. NONDISCRIMINATION. During this Agreement, neither party shall unlawfully discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability, or veteran or marital status.

f. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this Agreement, neither COLLEGE nor SCHOOL BOARD make any representations, warranties, covenants, or undertakings of any kind, express or implied.

- g. AMENDMENTS AND MODIFICATIONS. All amendments and modifications to this Agreement shall be made by written mutual consent of both parties, which shall include the date and signatures of parties agreeing to the amendment(s) and/or modification(s).
- h. COPIES OF AGREEMENT. Copies of this Agreement shall be placed on file and be available at the COLLEGE and the SCHOOL BOARD.
- i. NOTICES. All notices under this Agreement shall be in writing and delivered by personal delivery or United States Mail, certified, return receipt requested. Such notices shall be delivered to the following:

The School Board of Clay County, FL
 900 Walnut Street
 Green Cove Springs, Florida 32043

WCU College of Education and Allied Professions
 91 Killian Building Lane
 Cullowhee, NC 28723

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of each party, which representatives shall be designated by the parties, in writing, promptly upon commencement of this Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this agreement as of the day and date first written above, and each agrees to be bound by the provisions hereof.

**THE SCHOOL BOARD OF CLAY COUNTY,
 FLORIDA**

Date: _____

By _____

Carol Studdard, Chairman
 900 Walnut Street
 Green Cove Springs, Florida 32043

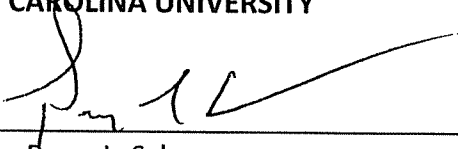
ATTEST:

By _____

BEN H. WORTHAM
 Superintendent of Schools

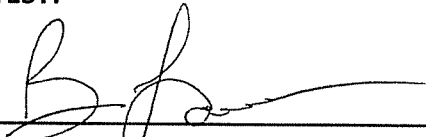
WESTERN CAROLINA UNIVERSITY

Date: 5/15/12

By 

Name: Perry L. Schoon
Title: Dean, College of Education & Allied Professions
Address: 91 Killian Building Lane, # 204
Cullowhee, NC 28723

ATTEST:

By 

Name: Brian Lawrence
Title: Director of Field Experiences