

**FLAGLER COLLEGE**  
**SCHOOL AFFILIATION AGREEMENT**

This Affiliation Agreement is made and entered into this 7<sup>th</sup> day of October, 2008, by and between Flagler College, Inc. ("COLLEGE") and the Clay County School District ("SCHOOL").

**I. PURPOSE**

The purpose of this Agreement is to provide education experiences for selected COLLEGE students, hereinafter "STUDENTS", which take place at the SCHOOL and in which the SCHOOL will participate.

**II. OBLIGATIONS OF THE COLLEGE**

1. The COLLEGE will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion and graduation.
2. The COLLEGE will keep all records and reports on STUDENT experiences in accordance with COLLEGE policy and regulatory requirements.
3. The COLLEGE will plan with the SCHOOL, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The COLLEGE agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The COLLEGE will provide to the SCHOOL a copy of course objectives for the learning experience. The SCHOOL, together with the COLLEGE, will make arrangements for evaluating the learning experience.
6. The COLLEGE will assign a faculty supervisor who will collaborate with the SCHOOL'S site supervisor. For purposes of the Agreement, the term "site supervisor" shall be defined as the district educator who has been assigned to supervise the STUDENT.

7. STUDENTS shall not be considered as employees or agents of the COLLEGE but will comply with all required background checks at the sole expense of the STUDENT or COLLEGE.
8. To help defray costs associated with the placement of STUDENTS at the SCHOOL, the COLLEGE shall pay compensation in accordance with Exhibit A, attached hereto and incorporated herein, upon completion of STUDENT'S assignment at the SCHOOL, or at such other time as the parties agree.
9. The COLLEGE will maintain the privacy of all confidential information which may be shared between the COLLEGE and the SCHOOL.

### **III. OBLIGATIONS OF THE SCHOOL**

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. STUDENTS assigned to the SCHOOL for counseling, administration, teaching and/or observation experiences will be under the SCHOOL's supervision, control and responsibility.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the school premises. STUDENTS shall be instructed by the COLLEGE to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide qualified site supervisors for STUDENTS. Site supervisors will be resource persons for STUDENTS and COLLEGE faculty while at the SCHOOL. Site supervisors selected by SCHOOL will: (a) assist in orienting STUDENTS to the SCHOOL, the classroom, and the pupils; (b) explain all SCHOOL and district policies, rules, and regulations to STUDENTS; (c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; (d) complete evaluations of STUDENTS' progress and submit them to the COLLEGE faculty supervisor, after reviewing them with the applicable STUDENT; (e) immediately inform the COLLEGE faculty supervisor of any concerns regarding a STUDENT; (f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; and (g) (For student teaching) supervise STUDENTS on a daily basis – if the site supervisor is absent from the

classroom for any reason, a certified substitute must be assigned to the classroom. Under no circumstance can a STUDENT, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the SCHOOL and the COLLEGE.

5. The SCHOOL shall provide to COLLEGE and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS ~~to~~ function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity: (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 123G; concerning any STUDENT participating in the education experiences provided by SCHOOL, unless such disclosure is authorized by the STUDENT or ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.
9. STUDENTS shall not be considered employees or agents of the SCHOOL. STUDENTS must undergo a background check, pursuant to §1012.32 and 1012.56, Florida Statutes. Cost of the background checks shall be borne by the STUDENTS or the COLLEGE.

#### **IV. INDEMNIFICATION**

1. To the extent allowable by law, each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs and expenses including reasonable attorney's fees, established by judgment or alternate resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.

2. The SCHOOL's liability for indemnity under Section IV(1) shall not exceed the limits referenced in Section 768.28, Florida Statutes.

**V. INSURANCE**

1. COLLEGE and SCHOOL each shall maintain, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by COLLEGE to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of COLLEGE or its affiliates; (c) a plan of self-insurance, provided that COLLEGE or any guarantor of COLLEGE'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carries by COLLEGE in compliance with this section, then COLLEGE shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed Two Hundred Fifty Thousand Dollars (\$250,000) unless COLLEGE complies with the requirements regarding self-insurance pursuant to clause (c) above.

**VI. REPRESENTATIONS AND WARRANTIES**

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

**VII. GENERAL PROVISIONS**

1. Neither the SCHOOL nor the COLLEGE will discriminate against any person because of race, color, religion, sex or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.

2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the COLLEGE and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the COLLEGE is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. COLLEGE acknowledges that nothing in this Agreement shall be construed to confer any right upon the COLLEGE or COLLEGE personnel to participate in, control, or direct operations at the SCHOOL.
3. The SCHOOL shall timely notify the COLLEGE when any COLLEGE employee or STUDENT has been involved in a reported incident. The COLLEGE shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident as allowed under Florida law.
4. The SCHOOL and its employees shall not be entitled to compensation from the COLLEGE for services or actions of benefit to the COLLEGE which are part of or related to the educational program, however, as a professional courtesy, the cooperating site supervisor may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a COLLEGE course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the COLLEGE and the SCHOOL. Further, this Agreement may not be assigned by either party without prior written approval of the other party.

7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with the terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the COLLEGE.
10. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.
11. This Agreement will be governed by the laws of the State of Florida and shall in all respects be interpreted, enforced, and governed by Florida law.

#### **VIII. DISPUTE RESOLUTION**

1. In the event any litigation arising out of this Agreement cannot be settled by the parties, such controversy or dispute shall be submitted to the court of appropriate jurisdiction in Clay County, Florida. Each party hereby expressly and irrevocably consents to the jurisdiction of said court.
2. In the event of any litigation arising in any manner hereunder, whether or not suit to be brought, the prevailing party or substantially prevailing party shall be entitled to recover all court costs and reasonable attorney's fees, including those arising from an appeal.

#### **IX. TERMS AND NOTICE**

1. This Agreement shall become effective on October 7, 2008, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all STUDENTS already enrolled in and participating in education experiences at SCHOOL at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of

termination during which to complete their education experiences at SCHOOL.

- 2. Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt,, if notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the addresses stated below, or to such other persons or places as either party may from time to time designate by written notice to the other party.

If to the COLLEGE:                      Flagler College, Inc.  
 Attention: Alan Woolfolk  
 74 King Street  
 St. Augustine, Florida 32084

If to the SCHOOL: \_\_\_\_\_  
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

<p><b>COLLEGE:</b></p> <p><u>Alan Woolfolk</u>          Signature  <u>Alan Woolfolk</u>          Name (Print or Type)  <u>Dean of Academic Affairs</u>          Title  <u>904-819-6248; 824-6017</u>          Phone                      Fax  <u>7 October 2008</u>          Date  <u>A.Woolfolk@flagler.edu</u>          E-Mail address</p>	<p><b>SCHOOL DISTRICT:</b></p> <p>_____          Signature          _____          Name (Print or Type)          _____          Title          _____          Phone                      Fax          _____          Date          _____          E-Mail address</p>
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Campus Originating Agreement

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Name and Title of Contact

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Telephone

Fax

**EXHIBIT A**

In accordance with Section II, paragraph 8, COLLEGE shall compensate full time interns the following upon completion of the STUDENT'S assignment:

SCHOOL/DISTRICT/SCHOOL LOCATION	\$300.00 14 weeks
	\$150.00 7 weeks