FLORIDA A&M UNIVERSITY
SCHOOL BOARD AFFILIATION AGREEMENT

This Affiliation Agreement, hereinafter “AGREEMENT”, entered by this ___ day of ___
2008, by and between The Florida A&M University (FAMU), acting for and on behalf of the FAMU
Board of Trustees, whose address is College of Education, 301 Unit B, Gore Education Complex,
Tallahassee, Florida, 32307, hereinafter referred to as the “FAMU” or "UNIVERSITY“ and Leon
County School Board, Florida, whose address is 2757 West Pensacola Street, Tallahassee,
Florida, 32304, an entity domiciled in the State of Florida, hereinafter referred to as the "SCHOOL
BOARD." The UNIVERSITY and SCHOOL BOARD are collectively referred to as “Parties.”

Whereas, SCHOOL BOARD and the UNIVERSITY recognize the value and importance to
the teaching profession, university teacher education programs and other professional programs,
and desire that the public interest be served by ensuring a continuing source of competent and
well-trained teaching professionals; and

Whereas, the University desires that its students (hereinafter “INTERNS”) obtain teaching
experience at public school of the SCHOOL BOARD; and

Whereas, the SCHOOL BOARD desires to provide the necessary facilities for said teaching
experience in recognition of the need to educate teaching personnel, under terms and conditions
set forth in this Agreement.

Now therefore, in consideration of the mutual covenants and agreements contained herein,
receipt of which is hereby acknowledged, the Parties hereto agree as follows:

I. The above Recitals are true and correct, and form a material part of this Agreement.

II. PURPOSE

1. The purpose of this Agreement is to provide educational experiences for selected UNIVERSITY
INTERNS, which includes all students seeking field experiences under this contract. INTERNS
includes PRE-INTERN, any field experience prior to the intern semester, and INTERN, the
semester during which the UNIVERSITY student completes the UNIVERSITY'S professional
education program in a SCHOOL BOARD under the guidance of a fully certified professional,
which take place at the SCHOOL BOARD and in which the SCHOOL BOARD will participate.

2. Field experiences may include the activities listed and defined below:

• OBSERVATION: the UNIVERSITY student observes the classroom activities and does
not interact with students.
• TUTORING: the UNIVERSITY student provides one-on-one instruction with SCHOOL
BOARD students.
• CLASSROOM ASSISTANT: the UNIVERSITY student serves as an aide to the SCHOOL
BOARD teacher and/or assists the SCHOOL BOARD teacher with instruction.
• SMALL GROUP INSTRUCTION: the UNIVERSITY student provides instruction to a
subgroup of the SCHOOL BOARD class.
• WHOLE CLASS INSTRUCTION: the UNIVERSITY student provides instruction for the
entire SCHOOL BOARD class.
• INTERN: the UNIVERSITY student completes the final semester of his/her professional program and assumes, in a progressive manner, the normal duties of the SCHOOL BOARD Supervising Professional to whom he/she is assigned.
• OTHER: Other field experiences acceptable to both parties.

3. The term "school" shall refer to SCHOOL BOARD programs, services, or individual locations headed by a principal or other program administrator.

III. OBLIGATIONS OF THE UNIVERSITY

1. The UNIVERSITY shall 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 UNIVERSITY shall keep all records and reports on INTERN experiences in accordance with UNIVERSITY policy and regulatory requirements.

3. The UNIVERSITY shall plan with the SCHOOL BOARD administration, in advance, its schedule of INTERN assignments to the designated areas, including dates and numbers of INTERNS.

4. The UNIVERSITY agrees to inform INTERNS that INTERNS shall be responsible for following the rules and regulations of the SCHOOL BOARD, including recognition of the confidential nature of information regarding pupils and their records.

5. The UNIVERSITY agrees to assume responsibility for the overall educational experience and grades of the INTERNS with consideration given to the COOPERATING TEACHER'S assessment and overall evaluation of the INTERN.

6. The UNIVERSITY shall verify to the SCHOOL BOARD staff that each INTERN has completed the required academic preparation prior to tentative and final placement.

7. UNIVERSITY staff will be responsible for the coordination and implementation of the Clinical Education Program.

8. The UNIVERSITY will assign a UNIVERSITY SUPERVISOR who will collaborate with the COOPERATING TEACHER and will make periodic assessment of INTERNS' progress as required. For purposes of this AGREEMENT, the term "Cooperating Teacher" shall be defined as the district school educator who is a fully certified teacher, has ESOL credentials (if applicable), has completed clinical educator training, and successfully demonstrated effective classroom management strategies that consistently result in improved student performance, and has been assigned to supervise the INTERN, working daily to assist in developing the professional growth of the INTERN through demonstration of and instruction in teaching skills and attitudes, and working cooperatively with the UNIVERSITY SUPERVISOR and/or AREA COORDINATOR in continuing evaluation of the INTERN.

9. INTERNS shall not be considered as employees or agents of the UNIVERSITY.

10. The UNIVERSITY shall arrange meetings with appropriate SCHOOL BOARD staff to review and evaluate the progress of internships, if needed, consistent with SCHOOL BOARD staff availability. These meetings can be used for coordination and conflict resolution.
11. The UNIVERSITY shall require that its INTERNS and UNIVERSITY staff attend INTERN and UNIVERSITY orientation(s) scheduled prior to the first day of the university semester to acquaint the INTERNS and UNIVERSITY staff with the Florida Department of Education's Code of Ethics and Principles of Professional Conduct.

12. The UNIVERSITY and its INTERNS shall obtain individual written approval before beginning any of the activities referred to in Section I of this contract. Such written approvals shall be on forms approved by both parties, and shall contain the signatures of all parties required by the form(s). The UNIVERSITY and SCHOOL BOARD shall use a procedure for placement of INTERNS that is agreed upon by the SCHOOL BOARD Superintendent and the UNIVERSITY Provost, or their respective representatives.

IV. OBLIGATIONS OF THE SCHOOL BOARD

1. The SCHOOL BOARD shall maintain sole responsibility for the instruction, education, and welfare of its pupils. The SCHOOL BOARD shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils and appropriate INTERN and UNIVERSITY staff orientations.

2. The SCHOOL BOARD agrees that INTERNS assigned to it for field or clinical experiences are under the supervision, control, and responsibility of the SCHOOL BOARD.

3. The SCHOOL BOARD shall determine the work location and assignment of INTERNS in collaboration with the UNIVERSITY. Every effort shall be made to develop long term working relationships between teacher education programs and individual schools in order to provide a variety of continuous and coordinated field experiences, consistent with §1004.04(6)(d). These relationships may be articulated in written plans and attached to this agreement as addenda with the approval of both Parties.

4. In consideration of the SCHOOL’S responsibility for the care and safety of its pupils, the SCHOOL BOARD shall retain the right, in its sole discretion, to refuse or discontinue its facilities and services to any INTERN or UNIVERSITY staff and to remove an INTERN or UNIVERSITY staff who does not continuously meet the SCHOOL’S professional or other requirements or the requirements of any appropriate authority controlling and directing SCHOOL BOARD facilities and services. INTERNS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL BOARD representative. In the event of any inappropriate actions by the INTERNS, SCHOOL BOARD staff will notify the UNIVERSITY staff timely in order that appropriate action may be taken by the UNIVERSITY. In the event of a threat to pupil safety, which shall be determined by the SCHOOL BOARD in its sole discretion, the SCHOOL shall have the right to terminate the intern placement action immediately and shall both verbally and in writing notify the UNIVERSITY and the INTERN as soon thereafter as is practicable.

5. The SCHOOL BOARD shall provide qualified COOPERATING TEACHERS for INTERNS pursuant to §1004.04(6)(b), Florida Statutes. COOPERATING TEACHERS shall be resource persons for INTERNS and UNIVERSITY staff. COOPERATING TEACHERS selected by the SCHOOL BOARD will: (a) assist in orienting INTERNS to the school, the classroom, and the pupils; (b) explain all school and district policies, rules, and regulations to INTERNS; (c) provide prompt and substantive feedback to INTERNS regarding all performance activities and interactions with SCHOOL BOARD personnel, pupils, and parents; (d) complete evaluations of INTERNS’ progress and submit them to the University Supervisor, after reviewing them with the applicable INTERN; (e) immediately inform the University Supervisor of any concerns regarding an INTERN;
(f) establish a time to regularly meet and discuss with INTERNS their activities, impressions, reflections, and suggestions for goals and areas from improvement; (g) supervise INTERNS on a daily basis - if the COOPERATING TEACHER is absent from the school for any reason, a school approved substitute shall be assigned to the classroom. Under no circumstances shall an INTERN, 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 BOARD and the UNIVERSITY.

6. The SCHOOL BOARD shall provide to the UNIVERSITY and INTERNS the policies and procedures and other relevant materials necessary to allow INTERNS and UNIVERSITY personnel to function appropriately within the school.

7. INTERNS assigned to the SCHOOL BOARD shall follow the SCHOOL'S protocols for health and safety.

8. INTERNS shall be under the direct supervision of the COOPERATING TEACHER during internship responsibilities. A co-teaching model will be implemented during the internship. Co-teaching is defined as: organizing classroom instruction to reduce the student-adult ratio and/or take advantage of two teachers' expertise, skills and knowledge while maintaining continuous student progress. The "solo teaching time of no less than two weeks" if required by the university program, will still be implemented but under the close supervision and direction of the COOPERATING TEACHER who will assure that student progress is maintained.

9. The SCHOOL BOARD shall permit INTERNS access to the library facilities/curriculum laboratories available to their personnel. INTERNS may not remove materials from the SCHOOL BOARD without appropriate approval.

10. The SCHOOL BOARD shall keep confidential and shall not disclose to any person or entity (a) INTERN applications; (b) INTERN health records or reports; and/or (c) any INTERN records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any INTERN participating in the educational experiences provided by the SCHOOL, unless such disclosure is necessary to meet the requirements of this agreement, is authorized by the INTERN or is ordered by a court of competent jurisdiction. The SCHOOL BOARD shall adopt and enforce policies and procedures necessary to protect the confidentiality of INTERN records as defined herein or as otherwise required by law.

11. INTERNS shall not be considered employees or agents of the SCHOOL. INTERNS shall undergo a background screening pursuant to §1012.32 and §1012.56, Florida Statutes, and applicable SCHOOL BOARD policies and procedures.

V. INDEMNIFICATION

1. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnifying Party") from and against any and all claims, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative 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. Nothing in this indemnification section waives or modifies the limitations of liability in Section 768.28, Florida Statutes, which limits are hereby deemed applicable to this AGREEMENT.
VI. INSURANCE

1. The UNIVERSITY agrees that the INTERNS shall assume personal responsibility for their own medical care and hospitalization.

2. The UNIVERSITY shall require INTERNS to obtain and maintain for the duration of their internship experience, as a minimum, professional liability insurance coverage of not less than $1,000,000 per occurrence as assurance of accountability for any such loss, claims, liabilities, or expenses.

3. INTERNS shall be afforded the protection of law as specified by §1012.39(3), Florida Statutes. The UNIVERSITY will provide Workers Compensation Insurance for UNIVERSITY employees who oversee the internship process.

4. Upon written request, a party shall provide the other party with a certificate evidencing insurance coverage mentioned in this section of this AGREEMENT.

VII. RESOLUTION OF CONFLICT

1. The Parties agree to periodically review and discuss the operation of the AGREEMENT to insure that each Party's objectives hereunder are being satisfied. The Parties shall confer as otherwise necessary to the administration of this AGREEMENT.

2. In cases of conflict between an INTERN and a COOPERATING TEACHER that cannot be resolved, an appeal shall be made to the UNIVERSITY SUPERVISOR. If resolution is not achieved, an appeal shall be made to the school principal or designee. If resolution is not achieved, an appeal shall be made to the UNIVERSITY and SCHOOL BOARD liaisons. Final resolution of conflicts, if necessary, shall be made by the school superintendent in consultation with the Dean of the College of Education.

VIII. TERM AND NOTICE

1. The TERM OF THIS AGREEMENT shall be from the date hereof through June 30, 2009, and from fiscal year to fiscal year thereafter, upon the approval of Leon County School Board, except that either Party hereto may terminate this AGREEMENT effective on the next expiration date thereof by giving written notice to the other Party no later than sixty (60) days prior to said expiration date.

2. Any notices required or permitted under this AGREEMENT shall be made in writing and served by personal delivery, overnight air express, or certified United States mail, return receipt requested at the addresses set forth on the first page of this AGREEMENT. Notice shall be deemed to be given either (a) upon actual receipt, if notice is by personal delivery or by overnight express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. A party may change its designated representative or address at any time by written notice in the same manner as for any other notice.

IX. GENERAL PROVISIONS

1. The Parties agree that neither the SCHOOL BOARD nor the UNIVERSITY shall on the basis of gender, marital status, race, religion, national origin, age, or disability pursuant to law as set forth in
the Americans with Disabilities Act (ADA), be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by-law.

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 UNIVERSITY and the SCHOOL BOARD and their employees, INTERNS, or agents, but rather is an AGREEMENT by and among the two independent contractors. Each INTERN is placed with the SCHOOL BOARD in order to receive educational, experience as part of the academic curriculum; duties performed by an INTERN are not performed as an employee of the SCHOOL BOARD but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL BOARD personnel. Neither party shall have the power or authority to bind the other in any promise, agreement nor representation other than as specifically provided for in this Agreement. To the extent allowed under state law, neither the SCHOOL BOARD nor the UNIVERSITY is required to provide workers' compensation coverage for the INTERNS participating in the educational experience. The UNIVERSITY acknowledges that nothing in this AGREEMENT shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL. The Parties shall carry all necessary and appropriate insurance for itself, its employees and agents.

3. The UNIVERSITY and the SCHOOL BOARD shall require that each INTERN be fingerprinted in accordance with Florida law and SCHOOL BOARD policies and procedures, and that results of background screenings be known to the SCHOOL BOARD prior to placement of the INTERN in a district school; pursuant to Florida law, no INTERN who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be placed into a public school. The SCHOOL BOARD reserves the authority to remove from the school grounds and suspend school access to any INTERN charged with any disqualifying offense until the completion of the INTERN'S case disposition.

4. The UNIVERSITY and the SCHOOL BOARD shall require that each UNIVERSITY SUPERVISOR be fingerprinted in accordance with Florida law and SCHOOL BOARD policies and procedures, and that results of background screenings be known to the SCHOOL BOARD prior to supervision of an INTERN in a district school; pursuant to Florida law, no UNIVERSITY SUPERVISOR who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be permitted entry into a public school. The SCHOOL BOARD reserves the authority to remove from the school grounds and suspend school access to any UNIVERSITY SUPERVISOR charged with any disqualifying offense until the completion of the UNIVERSITY SUPERVISOR'S case disposition.

5. The SCHOOL BOARD shall timely notify the UNIVERSITY when any UNIVERSITY employee or INTERN has been involved in a reported incident and the UNIVERSITY 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.

6. The SCHOOL BOARD and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program; however, as a professional courtesy, the COOPERATING TEACHER may be entitled to receive a Certificate of Participation (waiver-of-fee privileges) for serving as a COOPERATING TEACHER."
7. 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, whether oral or written, pertaining to the referenced subject matter.

8. This Agreement may be amended at any time, provided, however, that any amendments, modification or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL BOARD.

9. No waiver or breach of any term or provision of this AGREEMENT shall operate, or be construed to constitute, nor shall be, a waiver of any other breach of this AGREEMENT. All remedies, either under this AGREEMENT, or by law or otherwise afforded, will be cumulative and alternative. All waivers to be effective shall be in writing and signed by a duly authorized officer of the waiving Party.

10. If any provision of the AGREEMENT is held or determined to be illegal, invalid or unenforceable under any present or future law, and it the rights or obligations of the Parties under this AGREEMENT will not be materially and adversely affected thereby, such provision will be fully severable; this AGREEMENT will be construed and enforced as if such illegal, invalid or unenforceable provision had never complied a part hereof; the remaining provisions of the AGREEMENT will remain in full force and effect will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this AGREEMENT a legal, valid and enforceable provision similar to the such illegal, invalid or unenforceable provision.

11. This AGREEMENT is not intended to create any rights or interests for any other person or entity other than the 'SCHOOL BOARD or the UNIVERSITY.

12. 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.

13. Each Party to this AGREEMENT agrees to comply with all applicable federal, state and local laws, rules and regulations (Laws). In the event of a conflict, the Laws shall take precedent over any provision of the AGREEMENT.

14. This AGREEMENT is governed by and shall be, construed according to the laws of the State of Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in Leon County, Florida.

15. UNIVERSITY and district supervisors shall have required training pursuant to §1004.04(6), Florida Statutes.

16. Subject to provisions herein to the contrary, this AGREEMENT shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors and permitted assigns. No party may assign this AGREEMENT without the prior written consent of the other Party, the consent of which shall be given at the Party’s sole discretion.

17. The paragraph headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision to this Agreement.
18. No default, delay or failure to perform on the part of either party shall be considered chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to, strikes, lockouts, or inaction of governmental authorities; epidemics; war; embargoes, fire; earthquakes; acts of God; default of common carrier.

19. This AGREEMENT is entered into voluntarily by the signatories to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first subscribed above.

**FLORIDA A&M UNIVERSITY:**

Dr. Cynthia Hughes Harris, Provost
and Vice President for Academic Affairs

**FLORIDA A&M UNIVERSITY:**

Dr. Cynthia Hughes Harris, Provost
and Vice President for Academic Affairs

**THE SCHOOL BOARD OF LEON COUNTY, FLORIDA:**

Dee Crumpler, Board Chair

**THE SCHOOL BOARD OF LEON COUNTY, FLORIDA:**

Dee Crumpler, Board Chair

**APPROVED AS TO FORM:**

University Counsel

Date:________________________

**APPROVED AS TO FORM:**

Attorney of the School Board

Date:________________________