

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 THE SARASOTA COUNTY SCHOOL BOARD, located at 1960 Landings Blvd., Sarasota FL (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.

D. Discipline. Affiliate reserves the right to request the University to withdraw any Student from its facilities whose conduct or work with others is not in accordance with the policies and procedures of the Affiliate or is detrimental to the mission of the Affiliate or others. In such event, the Student's participation in the Program at the Affiliate shall immediately cease. It is understood that only the University can dismiss a Student from the Program. The Affiliate will advise the University at the earliest possible time of any deficit noted in a Student's ability to progress toward achievement of the stated objectives of the experience. The Affiliate shall provide an orientation session/materials for Students and shall assure that all Students are made aware of those actions which may result in dismissal for cause.

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.

E. Background Checks. The University agrees that, prior to going on to school grounds while Affiliate's students are present, any Student assigned to Affiliate will be fingerprinted and have his/her background checked as provided by Florida law. The Student will coordinate with the Affiliate to arrange a mutually convenient time for the Affiliate to conduct the fingerprinting, at the Student's expense. The Affiliate has the right to reject any Student access to its property in the event the Student's background check does not meet the requirements established by Affiliate pursuant to Florida law.

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:
Sarasota County Schools
Professional Development & Teacher Evaluation
1960 Landings Blvd.
Sarasota, FL 34231-3331
Attn: Mrs. Amy Beechy,
Program Specialist

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. 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 at any time 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. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties agree that venue for all litigation involving this agreement shall be brought in the court(s) located in the defending party's respective county.

F. 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.

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

H. 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.

I. 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.

J. Liability. Each party is responsible, up to the limits established in Section 768.28, Florida Statutes, for its acts of negligence or for the acts of negligence of its employees or agents which occur within the scope of their employment or agency. Nothing herein is intended by either party to serve as a waiver of sovereign immunity or to any rights or limits on liability established by Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement. This section shall survive termination of this Agreement.

SIGNATURE PAGE FOLLOWS

IX. SIGNATURES TO AGREEMENT

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


THE SARASOTA COUNTY SCHOOL BOARD


BY: _____ Date _____
(Insert Name and Title Here)

Approved for Legal Content
October 1, 2014, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

THE UNIVERSITY OF WEST FLORIDA

BY:  Date 10-3-14
Dr. George Ellenberg, Vice Provost

BY: 
Dr. Jerry Johnson
Chair, Teacher Education and Educational Leadership

APPROVED AS TO
FORM AND LEGALITY

OFFICE OF THE GENERAL COUNSEL