

SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this _____ day of _____ 20__ by and between **The School Board of Palm Beach County, Florida**, hereinafter referred to as "School Board" and _____, hereinafter referred to as "School". School Board and School will be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, School is a post-secondary educational institution that enrolls students in a state-approved teacher preparation program;

WHEREAS, School enrolls students in a degree program in the field of education;

WHEREAS, School desires to provide to its students field experience, practicum, internship/ student teaching experience through the application of knowledge and skills in actual student-centered situations; and

WHEREAS, School Board agrees to make its facilities available to School for the purpose of providing students with field experience, practicum, internship/ student teaching experience ("Program") under the direction of a certified educator employed by the School Board.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

- I. **RECITALS.** The Parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

- II. **TERM; TERMINATION.**
 - A. The term of this Agreement shall commence on the date of approval by both parties and conclude on June 30, 2013. This Agreement will automatically renew on its anniversary date for successive one year periods, for up to two renewal periods such that the total contract term shall not exceed three years, unless earlier notice of termination is given by either party.

 - B. Except as otherwise provided herein, either party may terminate this Agreement at any time with or without cause upon at least thirty (30) days prior written notice to the other party.

- III. **RESPONSIBILITIES OF SCHOOL.**
 - A. School shall coordinate with School Board to schedule the number and date of student assignments for participation in the Program.

 - B. School will determine standards of education, hours of instruction, learning experiences, matriculation, promotion, and graduation of its students in the Program.

 - C. School shall provide the School Board with a copy of course objectives for the learning experience. School and School Board shall collaborate on evaluating the students' learning experience and performance in the Program. School shall communicate with School Board orally and in writing regarding student performance and evaluation, absences and assignments of students, and other pertinent information.

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- D. School will keep all records and reports on students who participate in the Program in accordance with federal and state laws regarding student records and School's policy and regulatory requirements.

- E. School shall supervise students and their performance in the Program at the School Board.

- F. School shall perform such other duties as may from time to time be agreed to between School and School Board.

- G. All faculty provided by School to supervise students in the Program at the School Board shall be duly licensed, certified or otherwise qualified to participate in the Program at School Board. Upon request, School shall provide adequate documentation, which includes education verification, professional license and certifications, attesting to the competency of each School instructor supervising students and their performance in the Program at School Board.

- H. Prior to assigning students to the Program, School shall:
 - (i) Conduct orientation of students to the field experience, practicum, internship/ student teaching experience at School Board;

 - (ii) Provide classroom theory and practical instruction to students;

 - (iii) Inform students that students shall be responsible for following the rules, regulations, and policies of the School Board and ensure that each student participant executes the Release/Waiver of Liability and Hold Harmless Agreement attached hereto as Exhibit A, the Confidentiality Agreement attached hereto as Exhibit B, and the Consent to and Permission for Criminal Background Check and Drug Screening attached hereto as Exhibit C. These documents will be maintained at each designated School Board site.

 - (iv) Obtain and maintain for and on behalf of, or shall require each individual student, faculty, employee, agent, and representative of School participating in the Program at School Board ("Program Participant") to obtain and maintain, occurrence-type general liability insurance coverage in amounts not less than \$100,000 per occurrence and \$300,000 annual aggregate per Program Participant, with insurance carriers or self-insurance programs approved by School Board and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made

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coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage).

- I. School shall be responsible for or shall ensure that the Program Participants are aware that they are responsible their own medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at School Board. In no event shall School Board be financially or otherwise responsible for said medical care and treatment unless the Program Participant's need for medical care or treatment arises out of the School Board's gross negligence or misconduct.
- J. School shall require the Program Participants to dress in accordance with dress and personal appearance standards approved by School Board. Such standards shall be in accordance with School Board's standards regarding same. Program Participants shall pay for their own meals at School Board.
- K. All Program Participants shall comply with all School Board policies, as they may be modified from time to time. The School Board's policies are located at <http://www.palmbeachschools.org/policies/>.
- L. The School's students participating in the Program shall not be considered employees of the School.
- M. Program Participants who are permitted access on school grounds when students are present, who have direct contact with students attending such schools or who have access to or control of school funds must undergo level 2 screening. Level 2 screening at the sole cost of the Program Participant consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes. Program Participant shall not begin participating in Program contemplated by this Agreement until after the Program Participant receives notice of clearance by the School Board. A copy of a current badge must be presented to the School Board before a Program Participant enters a school. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of the Program Participant on the basis of these compliance obligations. Neither the Program Participant, nor any employee, agent nor representative of the Program Participant who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes will be employed in the performance of the services set forth herein.

IV. RESPONSIBILITIES OF SCHOOL BOARD.

- A. School Board shall reasonably cooperate in the orientation of all students assigned to the Program at the School Board.
- B. School and School Board shall collaborate on evaluating the students' learning experience and performance. School Board shall communicate with School orally and in writing regarding student performance and evaluation, absences and assignments of students, and other pertinent information.
- C. School Board shall be responsible for providing adequate staffing necessary to maintain the

highest level of quality education opportunities for the students in the Program. School Board

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- D. shall provide the students with the opportunity to observe, participate, and practice in classrooms congruent with the roles for which the students are trained.
- E. The School Board shall retain the right, in its sole discretion, to request the removal of any Program Participant from any area of the School Board's premises. School Board may request School to withdraw or dismiss a student from the Program or remove a Program Participant when his /her clinical performance is unsatisfactory to School Board or his or her behavior, in School Board's discretion, is disruptive or detrimental to the health, safety, or welfare of the School District's pupils or personnel. In such event, said Program Participant's participation in the Program shall immediately cease.
- F. The School Board shall give Program Participants access to the library facilities/curriculum laboratories available to School Board personnel. Program Participants may not remove materials from the School Board premises without appropriate approval.
- G. School Board shall provide qualified mentoring teachers, who are certified with the state of Florida, for students participating in the Program. Mentoring teachers will be resource persons for Program Participants while on the School Board's premises. Mentoring teachers will assist in orienting students to the classroom and School District pupils; will provide substantive feedback to students regarding activities and interactions with School District pupils; discuss with students their activities, impressions, reflections, and suggestions for goals and areas of improvement; and will supervise students on a daily basis.
- H. The Program Participants shall not be considered employees or agents of the School Board. The Program Participants will not be entitled to compensation from the School Board for services or actions relating to the Program.
- I. The School Board shall timely notify the School when any Program Participant has been involved in a reported incident while on the School Board's premises.

V. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

The Parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of School Board. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits for any Program Participants. No Program Participant shall look to School Board for any salaries, insurance or other benefits. No third person is entitle to, nor shall receive, any rights under this Agreement.

VI. NON-DISCRIMINATION.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, sexual orientation, or handicap in either the selection of Program Participants, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be

such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

VII. LIABILITY ISSUES.

The Parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of their agents, servants, or employees, to the extent and limits provided by law, said governmental entities subject to the limits provided in section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided however, that this provision shall not be construed as a waiver of any right or defense that the governmental entities have under said statute.

Each party covenants to maintain sufficient professional general liability and worker's compensation coverage regarding its respective liability, throughout the term of Agreement.

VIII. CONFIDENTIALITY.

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of School Board and/or its students and not disclose or reveal any confidential information to any third party without the express prior written consent of School Board. School is subject to all school obligations relating to compliance with student record confidentiality laws.

IX. ENTIRE AGREEMENT.

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

X. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

XI. CAPTIONS.

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

XII. NO WAIVER.

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained

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herein.

XIII. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event a dispute arises pursuant to this Agreement, venue shall lie in Palm Beach County, Florida. Each Party shall be responsible for its own attorney’s fees in the event a dispute arises between them arising out of the performance of this Agreement.

XIV. ASSIGNMENT; BINDING EFFECT.

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of School Board. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

XV. NOTICES.

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School Board: **Pew Leadership Center (School Board of Palm Beach County)**
9482 MacArthur Blvd.
Palm Beach Gardens, FL 33403
Attn: Dr. Gina Stafford

If to School: _____

or to such other persons or places as either party may from time to time designate by written notice to the other.

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XVI. EXECUTION OF AGREEMENT.

This Agreement shall not become effective or in force until all of the below named Parties have fully executed this Agreement.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

The School Board of Palm Beach County, Florida

By: _____

Name: _____

Title: Chairman _____

Date: _____

Attest: _____
Superintendent

Reviewed and approved as to legal sufficiency

(Name of Attorney)

[School]:

By: _____

Name: _____

Title: _____



EXHIBIT A

RELEASE/ WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for being permitted to participate in a field experience, practicum, or internship/ student teacher preparation program under the direction of a certified educator employed with the School Board of Palm Beach County, Florida (“School Board”), I hereby voluntarily **RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND RELINQUISH** against the School Board, its officers, agents, servants or employees (herein after the “RELEASEES”) from any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my participating in such field experience, practicum, or internship/student teacher preparation program **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I, for myself, my heirs, executors, administrators, and assigns hereby release, waive, discharge, and relinquish any action or causes of action, aforesaid, which may hereafter arise for me and/or for my estate, and agree that under no circumstances will I or my heirs, executors, administrators, and assigns prosecute, or present any claim for personal injury, property damage or wrongful death against School Board.
3. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in a field experience, practicum, or internship/ student teacher preparation program with the School Board, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE**. I understand that I am responsible for obtaining and pay the cost of treatment for any injuries sustained while participating in a field experience, practicum, or internship/ student teacher preparation program with the School Board.
4. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys’ fees, that they may incur due to my participation in a field experience, practicum, or internship/ student teacher preparation program with the School Board, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida, and venue for any legal proceeding or lawsuit relating to this RELEASE shall be in Palm Beach County, Florida. I expressly acknowledge that this RELEASE is intended to be as broad and inclusive as permitted by the laws of the State of Florida.

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- 6. I agree that in any event that any clause or provision of this RELEASE shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this RELEASE, which shall continue to be enforceable.

- 7. IN SIGNING THIS RELEASE/WAIVER, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing **RELEASE/WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this _____ day of _____, 20__.

PARTICIPANT

Signature

Printed Name

**EXHIBIT B****CONFIDENTIALITY AGREEMENT****Field Experience Students, Practicum Students, and Interns/Student Teachers**

I, _____, as a student enrolled in a state-approved teacher preparation program in a postsecondary education institution, acknowledge that in order for me to perform a field experience, practicum, or internship/ student teacher preparation program under the direction of a regular employed and certified educator with the School Board of Palm Beach County, Florida (“School Board”), I may become privy to certain Sensitive and/or Confidential Information discussed or created, owned, and maintained by the School Board or its employees or agents. Sensitive and Confidential Information may be in the form of conversations, documents, computer files, e-mails or various forms of record keeping. Examples of Confidential Information include, but are not limited to, personally identifiable student information or other information specifically exempt from public disclosure under Florida law. A list of relevant information exempt from disclosure may be viewed in School Board Policies 2.041 and 5.50. Examples of Sensitive Information include District employee personnel or payroll information not specifically exempt from public disclosure by the School Board, but which may be of a personal and sensitive nature.

As a condition precedent to receiving Sensitive and/or Confidential Information, I warrant and agree that:

- I undertake and accept the obligation to use reasonable care to protect the secrecy and confidentiality of the information received from the School Board or its designee; and
- I will limit the use of or access to the Sensitive or Confidential Information to the scope actually needed to perform a field experience, practicum, or internship/ student teacher preparation program; and
- I have reviewed School Board Policies 2.041 and 5.50; and
- I will not copy the Sensitive and Confidential Information and will not disclose such information to any person or entity, or use it for any purpose other than as set forth herein; and
- I will avoid accessing the information, except for the legitimate purposes recognized under this Agreement; and
- I will not include any Sensitive and/or Confidential Information in any report, document, presentation, or paper relating to any assignment required of my college/university professors; and

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- I shall dispose of all Sensitive and Confidential Information disclosed to me by the School Board or its designee (and any copies thereof), after the purpose for which the information is disclosed has been served to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed; and I acknowledge that the confidentiality obligations of this Agreement will survive any expiration or termination of this Agreement; and
- I acknowledge that failure to comply with this confidentiality requirement can and may result in personal liability or disciplinary action up to and including termination of the placement and future placements and/or denial of employment with the Palm Beach County School District; and
- In the event that I am requested or required by law or court proceeding to disclose any of the Sensitive or Confidential Information, I agree that I will provide the School Board with prompt notice in writing of such request(s) sufficiently before responding so that it may seek an appropriate protective order or other appropriate remedy and/or waive my compliance with the provisions of this Agreement; and
- I agree to indemnify and hold harmless the School Board from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by me of the Sensitive and Confidential Information. I also acknowledge that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by me and that such breach would cause irreparable harm to the School Board. Accordingly, I agree that in the event of any breach or threatened breach of this Agreement, the School Board, in addition to any other remedy at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance; and
- The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect; and
- This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a dispute regarding the terms herein, exclusive venue shall lie in Palm Beach County, Florida; and
- I certify that I understand and acknowledge these confidentiality requirements contained herein.



EXHIBIT C

Consent to and Permission for Criminal Background Check and Drug Screening

I _____ acknowledge and am aware that state law and the School Affiliation Agreement between the secondary institution in which I am enrolled and The School Board of Palm Beach County, Florida (“School District”), require that all students that desire to perform a field experience, practicum, or internship/ student teacher preparation program under the direction of a regular employed and certified educator with the School Board of Palm Beach County, Florida, must undergo a criminal background check and drug screening. I may not commence a field experience, practicum, internship or any teacher preparation program under the direction of a regular employed and certified educator with the School Board of Palm Beach County, Florida until after I have received notice of clearance from the School District and have provided a copy of my current clearance badge to the School District placement officer.

I must undergo:

- A Level II background check consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes, including but not limited to fingerprinting by the School District’s Police Department, at the sole cost to me or my secondary institution, and a criminal background check of the Florida Violent Offender and Sexual Predator Registry, and
- Drug screening.

Neither the School District, nor its Board Members, officers, employees, nor agents shall be liable to any student or his or her parent(s) or guardian(s) under any legal theory for any claim whatsoever based upon the results of the criminal background checks or drug screenings.

I understand that the names of students undergoing criminal background checks and drug screenings and the results of same will only be shared with appropriate school officials who have a legitimate educational interest in such information. I further understand that after the results of the criminal background checks and drug screenings have been obtained by an appropriate school official, the School District will notify the secondary institution of the names of the Participating Students have been cleared to participate in field experience, practicum, or internship/ student teacher preparation program.

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Signed on this _____ day of _____, 20____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

[*Legal name of the Student*]:

By: _____
Student

Print: _____

Date: _____

College/University Attending

District Placement School