

**STUDENT TEACHING AFFILIATION AGREEMENT
B E T W E E N
SHELBY COUNTY SCHOOLS BOARD OF EDUCATION
AND
UNIVERSITY OF TENNESSEE**

(College/University)

240 Gooch Hall	Martin	Tennessee	38238
Address	City	State	ZIP

1. **Parties:** **THIS AGREEMENT** is entered into on this 3rd day of November, 2008, by and between the Shelby County Schools Board of Education, hereinafter referred to as the "Board", and

University of Tennessee
(College/University)

<u>240 Gooch Hall</u>	<u>Martin</u>	<u>Tennessee</u>	<u>38238</u>
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hereinafter referred to as the "College".

2. **Purpose:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of the College may participate in the Student Teaching Internships, Practicums and Observations, hereinafter referred to collectively as "**Student Teaching**," at the Shelby County Schools.
3. **Term:** The term of this Agreement begins 01/01/2009 and ends 01/01/2014. In no event shall this Agreement exceed five (5) years.
4. **Compliance with Handbook and Policy:** College and College's participating students shall comply with all policies of Shelby County Schools and with the Teacher Education Handbook. In the event of conflict between Board policy and the Handbook, Board policy shall govern. Students admitted to Shelby County Schools for clinical training shall be subject to all applicable policies and regulations of Shelby County Schools and

University of Tennessee at Martin
(College/University)

and the Board. Prior to assignment of Students to Shelby County Schools, the College will advise Students that a criminal background check will be required, at the Student's expense, and must be obtained from an agency approved by the Shelby County Schools Board of Education. The result of each background check shall be provided to the Board for review prior to assignment. The Student may request a meeting to discuss the background report; however, Shelby County Board of Education shall have the sole right to determine whether the student will be permitted to participate in Shelby County Schools' Teaching Internship Program and/or Observation Program.

5. **Insurance:** For each participating Student, either the College or the participating Student must provide the Board with a Certificate of Insurance or evidence of self-insurance, in a form satisfactory to Shelby County Schools, evidencing comprehensive general liability insurance with limits of not less than one million (\$1,000,000) dollars. A Certificate of Insurance evidencing said coverage shall be provided to the Board prior to commencement of performance of this Agreement.
6. **Confidentiality:** College shall inform each participating Student of Federal and State law governing the confidentiality of Shelby County Schools' student information, including FERPA and the Tennessee Public Records Act. Any breach of Shelby County Schools' student's confidentiality by a participating Student resulting in the unauthorized release, either written or verbal, of student information shall be grounds for the immediate termination of the participating Student's Student Teaching experience.
7. **Liability:** The University of Tennessee is self-insured under the provisions of the Tennessee Claims Commission Act, T.C.A. Sections 9-8-301, et seq., and its liability to contractor and to third parties for the negligence of the University and its employees is subject to the provisions of that Act. Accordingly, any liability of The University of Tennessee for any damages, losses, or costs arising out of or related to acts performed by the University under this agreement is governed by the provisions of said Act. Any and all claims against the College shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee.
8. **Assignment:** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors of the parties hereto. Neither this Agreement nor any of the rights or obligations hereunder may be transferred or assigned without the prior written consent of the other party.
9. **Notices:** Notices under this Agreement shall be mailed or delivered to the parties as follows:

Board of Education:

**Margaret Gilmore,
Programs Specialist
Curriculum & Accountability
Shelby County Schools
160 South Hollywood Street
Memphis, Tennessee 38112**

College:

**Beth N. Quick, Chair
240 Gooch Hall
Martin, Tennessee
38238**

10. **Modification of Contract:** This contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Termination:** Either party, upon thirty (30) days' written notice to the other party, may terminate this contract.

12. **Partnership/Joint Venture/Employment:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this Paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this Paragraph. This Agreement shall not be construed to create any employment contract between the Students and SCS.
13. **Waiver:** No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Nondiscrimination:** The College shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, the American with Disabilities Act of 1990, and the regulations related thereto. The parties will not discriminate against any individual, including but not limited to, students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This Section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. 2000e).
15. **Entire Agreement:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
16. **Governing Law:** The laws of the State of Tennessee thereof shall govern the validity, construction and effect of this Agreement and any and all extensions and/or modifications. Tennessee law shall govern regardless of any language in any attachment or other document that the College may provide.
17. **Severability:** Should any provision of the Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
18. **Compliance with the Americans with Disabilities Act:** The Board and the College shall not discriminate on the basis of disability in admission to, access to, or operations of their programs, services, or activities, including hiring or employment practices. The Board and the College will insure that qualified applicants and participants with disabilities in their services, programs, or activities have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

SHELBY COUNTY SCHOOLS
BOARD OF EDUCATION

COLLEGE: University of Tennessee

By: _____

By: _____

Name: Dr. Bobby G. Webb

Name: _____

Title: Superintendent

Title: _____

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2008, before me, a Notary Public in and for the State and County aforementioned, duly commissioned and qualified, personally appeared _____, ~~College~~ University,

representative, to me know to be the person described in and who executed the foregoing Agreement and acknowledged that he/she executed same as their free act and deed.

WITNESS my hand a Notarial Seal at office the day and year above written.

Notary Public

My **Commission Expires:**



