
AFFILIATION AGREEMENT
IMPLEMENTATION LETTER

The purpose of this Implementation Letter is to provide a record of the Affiliation Agreement (AGREEMENT) between SCHOOL and HOST AGENCY with respect to **field and clinical** experiences for SCHOOL'S registered **professional educator program (teacher education, school counseling, and/or school leader)** students, and the agreement of the Parties to abide by all terms and conditions of the AGREEMENT, which is hereby incorporated by reference, without modification or exception except as specified below.

See Attachment A: Exceptions to Affiliation Agreement

This Implementation Letter is effective when signed by both Parties. The individuals executing this Implementation Letter are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Affiliation Agreement and further agree to comply with its terms except as noted above.

SCHOOL: The Curators of the University of Missouri on behalf of the University of Missouri-Kansas City School of **Education, Social Work and Psychological Sciences**

By: _____ Signature: _____

Title: _____ Date: _____

Address: _____

HOST AGENCY: _____

By: _____ Signature: _____

Title: _____ Date: _____

Address: _____

ATTACHMENT A:

EXCEPTIONS TO AFFILIATION AGREEMENT

SCHOOL and HOST AGENCY agree to these exceptions and changes to the Affiliation Agreement:

Section A (Responsibilities of SCHOOL) is modified as follows:

Item 2 is revised as follows (revision in bold):

SCHOOL will retain ultimate responsibility for the education and assessment of its Students. SCHOOL's representative for this AGREEMENT shall be a faculty member **or staff member** appointed and assigned by SCHOOL, who will be responsible for Student instruction and assessments of educational experiences at HOST AGENCY.

The following language is added to the existing section:

5. SCHOOL will require all Students provide proof of FBI Fingerprinting and Clearance before entering field and/or clinical experiences in a public or accredited nonpublic school or classroom. Candidates who hold a Missouri substitute certificate or other professional certification will utilize the respective certification listed on the Department of Secondary and Elementary Education. Candidates without certification are required to obtain clearance and store a copy with SCHOOL. SCHOOL will validate all clearances and confirm this with HOST AGENCY at time of confirmation of placement.

6. SCHOOL will require that all Students have professional liability insurance before entering field and/or clinical experiences.

Section C (Mutual Responsibilities) is modified as follows:

The following language is added to the existing section:

7. SCHOOL and HOST AGENCY will construct field and clinical experiences that are aligned with the Revised Missouri Standards for the Preparation of Educators guidelines for length, setting, mentor credentialing (cooperating teacher and university supervisor), and evaluation.

Section K (No Payments) is modified as follows:

Existing language is stricken, with the following language added in replacement:

SCHOOL offers stipends for culminating student teaching experiences for one semester only. Stipends are for the following amounts: 16 week placements are \$160.00; 12 week placements are \$120.00; 4 weeks placements are \$40.00. If a change in placement or termination occurs in the final semester of a culminating experience, the cooperating/mentor teacher will receive a partial payment based on percentage of time completed. If the change or termination occurs after the mid-term evaluation, full semester compensation will be awarded.

All other supervisors of Students will not receive monetary compensation.

SCHOOL responsibility:

1. SCHOOL will issue individual contracts outlining expectations to cooperating/mentor teachers.
2. Stipend payments will be mailed by July 1st to the cooperating/mentor teachers' home address.
3. If the HOST AGENCY requests an alternative option, such as all payments being sent in one district check for district reimbursement, SCHOOL will mail all stipends to the district representative for disbursement.

HOST AGENCY responsibility:

1. HOST AGENCY designee will alert the SCHOOL if the alternative payment option is desired by May 1st of each year.

AFFILIATION AGREEMENT

WHEREAS, the purpose of this AGREEMENT is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality educational experiences for SCHOOL's **professional educator program (teacher education, school counseling, and/or school leader)** students ("Students").

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- HOST AGENCY will provide Students and faculty access to appropriate resources for education of Students.
- SCHOOL is ultimately responsible for the education program, academic affairs, and the assessment of Students.
- SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for Student instruction.
- The shared responsibility of SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither Party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties identified in the Affiliation Agreement Implementation Letter agree as follows:

A. Responsibilities of SCHOOL

1. SCHOOL will plan and determine the adequacy of the educational experience of its Students in theoretical background, basic skills, professional ethics, attitudes, and behaviors, and shall assign to HOST AGENCY only those Students who have satisfactorily completed the prerequisite didactic portions of SCHOOL's curriculum.

2. SCHOOL will retain ultimate responsibility for the education and assessment of its Students. SCHOOL's representative for this AGREEMENT shall be a faculty member appointed and assigned by SCHOOL, who will be responsible for Student instruction and assessments of educational experiences at HOST AGENCY.

3. SCHOOL will advise Students that they are required to comply with HOST AGENCY rules, regulations, policies, and procedures.

4. If requested by HOST AGENCY, SCHOOL will provide instruction to HOST AGENCY'S staff with respect to SCHOOL's expectations regarding assessment of Students by HOST AGENCY.

B. Responsibilities of HOST AGENCY

1. HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, HOST AGENCY will provide Students and faculty with access to appropriate resources for Student education including secure storage space for Students' personal items when at HOST AGENCY.

2. HOST AGENCY staff will, upon request, assist SCHOOL in the assessment of the learning and performance of Students by completing assessment forms provided by SCHOOL and returning them to SCHOOL in a timely fashion.

3. HOST AGENCY will provide for the orientation of Students as to HOST AGENCY'S rules, regulations, policies, and procedures.

4. HOST AGENCY agrees to comply with applicable State and Federal workplace safety laws.

5. To the extent HOST AGENCY generates or maintains educational records related to Students, HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA) to the same extent as such laws apply to SCHOOL, and shall limit access to only those employees or agents with a need to know. For the sole purposes of this AGREEMENT, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a SCHOOL Official with a legitimate educational interest in the educational records of the Students to the extent that access to SCHOOL's records is required by HOST AGENCY to

carry out the educational experiences.

6. HOST AGENCY shall identify a site representative who will communicate and cooperate with SCHOOL's representative to provide faculty and Students with access to appropriate resources for the educational experiences.

C. Mutual Responsibilities

1. Representatives for each Party will be established on or before the execution of this AGREEMENT.

2. At the request of either Party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the educational experiences.

3. SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of Students using SCHOOL facilities. HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of Students training at HOST AGENCY facilities.

4. SCHOOL and HOST AGENCY will not discriminate any faculty or Student because of age, color, religion, ancestry, gender identity, gender expression, national origin, race, sex, pregnancy, sexual orientation, disability, protected veteran status, or any other basis protected by law.

5. SCHOOL, including its faculty, staff, and Students, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the students. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

6. HOST AGENCY may immediately remove a Student from the premises, and retains the right to suspend or terminate any Student's participation at HOST AGENCY. HOST AGENCY will immediately notify SCHOOL's representative if such an action is required and the reasons for such action. SCHOOL may terminate a Student's participation at HOST AGENCY when, in its sole discretion, it determines that further participation by the Student would no longer be appropriate. SCHOOL will notify HOST AGENCY if such action is required.

D. Term and Termination

This AGREEMENT is effective upon execution of the Implementation Letter by both Parties and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either Party upon not less than ninety (90) calendar days

prior written notice to the other Party. Should notice of termination be given under this Section, Students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled community health and community engagement assignment at HOST AGENCY.

E. Employment Disclaimer

Students participating in educational experiences pursuant to this AGREEMENT will not be considered employees or agents of HOST AGENCY for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL including, but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any Student of SCHOOL.

F. No Agency Relationship Between the Parties

Nothing in this AGREEMENT is intended to establish, or shall be construed to constitute or establish, an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties; and neither Party shall have the right or authority, or shall hold itself out to have the right or authority, to bind the other Party; nor shall either Party be responsible for the acts or omissions of the other Party except as provided specifically to the contrary herein.

G. Assignment

This AGREEMENT will not be assigned by either Party without the prior written consent of the other Party.

H. Governmental Immunity

SCHOOL is a public entity entitled to protections of governmental immunity under Missouri law. It is specifically understood and agreed that nothing contained in this AGREEMENT will be construed as: an express or implied waiver by SCHOOL of its sovereign immunity or any other immunity; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or a pledge of the full faith and credit of a debtor contract; or as the assumption by SCHOOL of a debt, contract, or liability of HOST AGENCY.

I. No Special Damages

In no event shall either Party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special, or consequential damages incurred by the other Party or any third party, even if the Party has been advised of the possibility of such damages.

J. Notices

All notices provided by either Party to the other will be in writing and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in the Affiliation Agreement Implementation Letter.

K. No Payments

No payments shall be made between the Parties or to the Students in connection with this AGREEMENT.

L. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

M. Headlines

Headlines in this AGREEMENT are for convenience only.

N. Entire Agreement

This AGREEMENT contains the entire agreement of the Parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Affiliation Agreement Implementation Letter.