AFFILIATION AGREEMENT

This Agreement is made by and between the College of Education and Human Development of the **University of North Dakota**, Grand Forks, North Dakota, hereinafter referred to as the "University," and **_____ School District, _____County, City, State** hereinafter referred to as the "School".

WHEREAS, the State of North Dakota, doing business as the University of North Dakota, is currently conducting Teacher Education Curriculum within the University and desires to obtain field experience for students enrolled in the curriculum; and

WHEREAS, the School is committed to the professional education and training of education students and is willing to assist in their education by providing opportunities to complete a field experience.

NOW THEREFORE, the University and School agree as follows:

I. THE UNIVERSITY AGREES:

To be responsible for meeting program accreditation requirements.

To provide a field-based instruction manual to the School and students that outlines standards of performance and guidelines for the teaching experience.

To inform students of the confidential nature of all School records.

1.4 To assign a contact person who will serve as a liaison between the School and the University.

1.5 To inform the students that they must adhere to the administrative policies and procedures of the School.

1.6 In the case of student teaching, to pay a stipend to the school in an amount agreed upon by both parties. No extra amounts will be paid for conferences or other activities that demand the time of cooperating teacher in carrying out his or her obligation as a cooperating teacher. No stipends are paid for field experiences.

II. THE SCHOOL AGREES:

2.1 To provide students of the University an opportunity to work cooperatively in a teacher-learning situation with a teacher certified by the state in which the School is located.

To supervise and instruct the students during the experience.

To conduct student performance evaluations as directed by the University.

To notify the University immediately if a student is not performing satisfactorily. The School will follow any oral notice made under this paragraph with a written memorandum.

To orient students to the School and its policies, procedures, rules, and regulations applicable to their conduct while in the School.

To supply the University with copies of any policies or procedures with which the students will be expected to comply.

III. THE UNIVERSITY AND THE SCHOOL AGREE:

3.1 That the number of students placed in the School, the duration, and the timing of the experience shall be mutually agreed upon.

3.2 To collaborate in identifying specific experience objectives, the student assignments, and learning activities for each student placed in the School.

3.3 That the School may exclude from participation any student: whose performance or behavior is determined to be detrimental to the School's students; who fails to comply with proper channels of communications and/or with established School policies and procedures; or whose performance or behavior is otherwise unsatisfactory, including but not limited to any student who is unable to maintain compatible working relationships with the School's employees, or whose health status may prevent required attendance and student's successful completion of the field experience.

IV. LIABILITY

4.1 Each party shall be responsible for claims, losses, damages, and expenses which may arise out of negligent or wrongful acts or omissions of that party or its agents or employees, acting within the scope of their duties in the performance of this Agreement.

4.2 The liability of the University is as provided in chapter 32-12.2 of the North Dakota Century Code and subject to the limitations contained therein. The liability of the School is as provided under the laws of the state in which the School is located.

4.3 Nothing herein shall preclude with party from asserting against third parties any defenses to liability it may have under applicable law or be construed to create a basis for a claim or suit when none would otherwise exist.

V. TERM AND TERMINATION OF AGREEMENT

5.1 This Agreement shall be effective beginning August 1, 2007 and shall continue through December 31, 2008.

5.2 Either party may terminate this Agreement on thirty (30) days' notice. In the event of termination under this section, any student currently placed at the School for a field experience will be allowed to finish that field experience unless 3.3 applies.

VI. NONDISCRIMINATION

The University and the School agree to comply with all applicable laws, rules, regulations, and policies, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

VII. NOTICES

All notices or other communications purporting to exercise or otherwise affect rights and duties under this Agreement shall be given by registered or certified mail, addressed to the parties as indicated below, and are complete on the date mailed.

UNIVERSITY:	**SCHOOL:**
Barbara Combs, Ph.D.	_____
University of North Dakota	_____
College of Education & Human Development	_____
231 Centennial Drive, Stop 7189	
Grand Forks, ND 58202-7189	

VIII. MODIFICATION

This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written agreement signed by both parties.

IX. SEVERABILITY

If any term or provision of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term or provision.

X. MERGER

This Agreement constitutes the entire agreement between the parties. There are no understanding, agreements, or representations, oral or written, not specified within this Agreement.

XI. WAIVER

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, expressed or implied, of any rights under, or arising from, the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

XII. INDEPENDENT CONTRACTORS

The parties are independent contractors and neither shall act as an agent for the other party, nor shall either party be deemed to be an employee of the other party for any purpose whatsoever. Neither of the parties shall have any obligations on the other party's behalf, nor commit the other party in any manner whatsoever without the other party's expressed prior written consent. Any promotional business representation by either party of the other shall be approved in advance.

XIII. HEADINGS

Paragraph headings are for quick reference and convenience only and do not alter, amend, or otherwise affect the terms and conditions set out herein.

APPROVED FOR:
_____

By:_____
(Authorized Signature)

Title:_____

Date:_____

APPROVED FOR:
UNIVERSITY OF NORTH DAKOTA

By:_____
(Authorized Signature)

Title: Associate Dean_____

Date: _____