

**AFFILIATION AGREEMENT  
BETWEEN THE METROPOLITAN BOARD OF PUBLIC EDUCATION  
AND  
CUMBERLAND UNIVERSITY**

This Agreement is entered into by and between the **Metropolitan Board of Public Education of the Metropolitan Government of Nashville and Davidson County** ("Board" or "MNPS") and **Cumberland University, 1 Cumberland Square, Lebanon, TN 37087** ("College"). This Agreement consists of the following:

- a) This Document.

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- a) Any properly executed amendment or change order to this Agreement, (most recent with first priority),
  - b) This Agreement.
1. **Purpose.** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of the College may participate in student teaching, internships, practicums, clinicals, observations and job shadowing at MNPS.
  2. **Term.** The term of this agreement shall begin on August 1, 2020 and end on July 31, 2025.
  3. **Compensation.** No compensation will be paid to any student of the College by the Board pursuant to this Agreement.
  4. **Compliance with MNPS Policies.** College and College's participating Students admitted to MNPS for training shall be subject to all applicable policies and regulations of the College and MNPS.
  5. **First Aid:** MNPS will provide students immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposures.
  6. **Honorarium:** For those students admitted for "Student Teaching", the College agrees to pay the participating cooperating teacher an honorarium as outlined in the then current MNPS Student Teacher Education Handbook.
  7. **Insurance.** The College must provide the Board with a certificate of insurance (COI) or evidences of self-insurance, in a form satisfactory to the Board, evidencing comprehensive general liability insurance coverage and sexual abuse and molestation coverage with limits of not less than \$1,000,000. The METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 shall be included as an additional insured on the comprehensive general liability policy. **A COI evidencing said coverage shall be provided to the Board prior to commencement of performance of this Agreement.**

8. **Criminal Background Checks.**

- a) College will advise Students that a criminal background check will be required, at the Student's expense. The result of each negative background check will be reviewed by MNPS prior to assignment. The Student may request a meeting to discuss the background report.
- b) College shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all Organizations to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or student of the Organization prior to permitting the employee or student to be in contact with MNPS students or enter MNPS school grounds when students are present.

When applying for the background check defined above, College's employees and subcontractors must specify the MNPS ORI code (TN930050Z) for results reporting.

College's students should present the following three items to the principal upon beginning their field placement/student teaching experience:

1. Letter of introduction from the College
2. Verification of background check
3. College ID

9. **Confidentiality.** College shall inform each participating student of Federal and State law governing the confidentiality of Metro School student information, including the provisions of Family Educational Rights and Privacy Act (FERPA) and the Tennessee Public Records Act. Any breach of Metro School student 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 this Agreement.

10. **Indemnification and Hold Harmless.** College shall indemnify and hold harmless the Board, its officers, agents, and employees from any claims, damage costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of College, its officers, employees and/or agents, including its participating students, in connection with the performance of this Agreement, however, in the event that the College is owned and operated by the State of Tennessee, it is agreed that in no event shall the Board bear any liability for any loss, expense, attorney fees or claims for injury or damages arising out of any act or omission in the performance of this Agreement on the part of the State of Tennessee, and the State of Tennessee shall bear no liability for any loss, expense, attorney fees or claims for injury or damages arising out of any act or omission in the performance of this Agreement on the part of the Board. Metro will not indemnify, defend or hold harmless the College, including the State of Tennessee, or its participating students in any fashion.

11. **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.

12. **Notices.** Notices under this Agreement shall be mailed or delivered to the parties as follows:

- a) Notices to MNPS shall be mailed or hand delivered to:

Department: Procurement  
Attention: Director of Procurement  
Address: 2601 Bransford Avenue  
Nashville, TN 37204  
Phone: (615) 259-8400  
E-mail address: [purchasing@mnps.org](mailto:purchasing@mnps.org)

b) Notices to College shall be sent to:

College: Cumberland University  
Attention: Karen Hobson, Certification Analyst  
Address: Bone Hall 102, 1 Cumberland Square, Lebanon, TN 37087  
Phone: ( 615 ) 547- 1313  
E-mail address: khobson@cumberland.edu

13. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
14. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
15. **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.
16. **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.
17. **Nondiscrimination.** The parties 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 Disability Act of 1990, and the regulations related hereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or 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 especially exempt under the Civil Rights Act or 1964 (42 U.S.C. § 2000e).
18. **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.
19. **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.

20. **Severability.** Should any provision of this 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 in this Agreement.
21. **Compliance with the Americans with Disabilities Act.** The College will be required to provide assurances that it does not discriminate on the basis of disability admission to, access to, or operations of its program, services or activities, including hiring or employment practices. The College will insure that qualified applicants and participants with disabilities in its 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 aid and services shall be provided upon the reasonable request of a qualified person with a disability.
22. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., the College certifies that to the best of its knowledge and belief, neither the College nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.
23. **Effective Date.** This Agreement shall not be binding upon the parties until it has been signed by the College and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

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**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION:**

**APPROVED:**

Christiane Buggs  
MBPE Board Chair

**RECOMMENDED:**

[Signature]  
Director of Procurement

Amber Tins  
Department Head

Chris Barnes  
Executive Staff Member

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Account #: N/A kk

[Signature]  
Chief Operating Officer

Kevin Grumbo RW  
Metropolitan Director of Finance

**APPROVED AS TO INSURANCE:**

Balogun Cobb  
Metropolitan Director of Insurance

**APPROVED AS TO FORM AND LEGALITY:**

Melissa Kolberg  
Metropolitan Attorney

**COLLEGE:**

Eric Cummings  
Signature

Eric Cummings  
Name

Dean  
Title

9/29/2020 | 9:03 AM PDT  
Date

**FILED IN THE OFFICE OF THE METROPOLITAN CLERK:**

Elizabeth Waites  
Metropolitan Clerk

10/12/2020 | 11:31 AM CDT  
Date Filed