

PLACEMENT SITE AGREEMENT

THIS PLACEMENT SITE AGREEMENT (“Agreement”) is made and entered into as of the date last signed below (the “Effective Date”), by and between The School Board of Clay County, Florida, located at 900 Walnut Street, Green Cove Springs, Florida 32043 (“Placement Site” or “You”), and TeachNow, Inc., a Delaware corporation, dba Moreland University, located at 1701 K Street, N.W., Suite 250, Washington, DC 20006 (“Moreland University” or “We”). Together, Placement Site and Moreland University are “Parties” to this Agreement and, individually, a “Party” to this Agreement.

Moreland University’s Role

- 1) Placement. Based on successful completion of the Teacher Preparation Program (“Program”) requirements, we will determine when a teaching candidate (“Candidate”) is eligible to participate in clinical practice teaching at the Placement Site and propose the Candidate to you on the form attached hereto as **Exhibit A** for your confirmation.
- 2) Proficiency. We are ultimately responsible for ensuring that all Candidates demonstrate an acceptable level of proficiency before they are allowed to complete the Program or begin participating in clinical practice teaching.
- 3) Virtual Mentor. If we propose the Candidate and there is not a Mentor available at the school, we will appoint a virtual mentor for the Candidate. Mentors observe Candidates, provide feedback, and conduct informal and formal evaluations on a set of rubrics that we will provide to the Mentor. Mentors also communicate any concerns with the Candidate’s Clinical Instructor in order to support the Candidate’s growth and provide remediation if needed.
- 4) Clinical Placement Officer. We will appoint a Clinical Placement Officer who will serve as your first point of contact during the clinical placement process, prior to the actual clinical practice experience with the Clinical Instructor. If needed, the Clinical Placement Officer will coordinate with other Moreland University staff or administration to provide additional support or assistance.
- 5) Clinical Instructor. The Candidate’s Clinical Instructor is the first point of contact about a Candidate during the clinical practice experience. If needed, the Clinical Instructor will coordinate with other Moreland University staff or administration to provide additional support or assistance.
- 6) Site Requirements. We require Candidates to complete all placement site requirements, including a criminal background check as required by Placement Site and Florida law.

Placement Site’s Role

- 1) Confirmation. You will confirm a Candidate’s placement at your site and let us know of any staff or administrative changes that impact the Candidate’s placement during the clinical practice experience. You will provide the Candidate with applicable policies and procedures and a structured, supervised educational learning experience in a safe environment during the 12-week clinical practice. You understand that as a prospective teacher, the Candidate will not replace staff of the Placement Site.
- 2) Mentor. If you do not employ the Candidate, you will appoint a qualified, experienced teacher whom you employ to serve as a mentor for the Candidate. The Mentor must complete Moreland University’s orientation and adhere to the guidelines published in Moreland University’s *Mentor Handbook*, including the evaluation procedures for assessing the Candidate’s performance. An eligible Mentor must either have National Board Certification from the National Board for Professional Teaching Standards or satisfy the following criteria:
 - a) At least three years of teaching experience at the P-12 school level;

- b) Preferably have experience teaching at the grade level (e.g., elementary or secondary) for which the Candidate is seeking certification, and preferably in the same subject field as the Candidate;
 - c) Receive a recommendation from the school district or school where the Mentor works; and
 - d) Complete the virtual training provided by Moreland University staff.
- 3) Site Director. You will assign and designate a Site Director who will be responsible for planning and administering clinical practice teaching at the Placement Site. This point of contact is typically the Mentor, but alternatively could be the building principal or other designee.
- 4) Facilities, Equipment and Supplies. You will provide adequate space, equipment and supplies to enable our Candidate to meet the requirements of the clinical practice experience.
- 5) Video Recording. Consistent with any required consents and privacy requirements, you will permit Candidates to video their teaching. The primary purpose of these recordings is to assess Candidates and provide feedback regarding their performance. The recording may also be used to help improve Moreland University's curriculum, instruction, and faculty training. The recordings will typically be viewed only by the Candidate, our faculty, administrators, other Moreland University candidates, and, if needed, the Mentor or administrators at the school. Video recordings will be shared only for instructional or Program improvement purposes. We will share videos with third parties only if, in our exclusive opinion, doing so is required by law or needed to protect the safety or rights of any person. These videos will capture typical classroom activities, and students in the classroom may therefore be seen, heard, and/or referenced by name in the recordings as part of normal classroom participation.

Indemnification and Insurance

- 1) Moreland University agrees to indemnify and hold the Placement Site and its officers, directors, agents, employees and trustees harmless from and against any and all third-party tort liabilities, claims, actions, causes of action, losses, damages or expenses, including reasonable attorneys' fees, caused or arising out of the gross negligence of the employees of Moreland University acting within the scope of their duties under this Agreement.
- 2) The Placement Site agrees to indemnify and hold Moreland University and its officers, directors, agents, employees and trustees harmless from and against any and all third-party tort liability, claims, actions, causes of action, losses, damages or expenses, including reasonable attorneys' fees, caused or arising out of the gross negligence of the employees of the Placement Site acting within the scope of their duties under this Agreement within the sovereign immunity limitations of Florida statute 768.28.
- 3) Moreland University agrees to maintain commercial general liability insurance including contractual liability insurance and professional liability insurance, with limits not less than \$1 million per occurrence and \$2 million annual aggregate, and further agrees that, with respect to insurance coverage maintained by it, the Party will provide evidence of such insurance upon request and notify the other Party as soon as possible and cooperate in the investigation and/or settlement of any loss or damage or potential loss or damage arising out of this Agreement.
- 4) You understand that Moreland University is not liable to you in any way related to the placement except to the extent of Moreland University's indemnification obligations under this agreement. This means that unless Moreland University is negligent in making the placement or committed a fraudulent act or made a fraudulent omission in making the placement, by signing this agreement, you waive any right or claim that you may have against Moreland University relating to the

placement of the candidate at the Placement Site. You agree that shall not sue or bring any claim against Moreland University based on any claim brought by a candidate.

FERPA; Privacy

The Parties recognize that the Family Educational Rights and Privacy Act ("FERPA") imposes strict restrictions on, and penalties for, improper disclosure or redisclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five years (20 U.S.C. § 1232g; 34 C.F.R. Part 99). The Parties also recognize that certain foreign, state and local laws also prohibit disclosure and redisclosure of student or other confidential information, as those laws may be amended from time to time. Therefore, both Parties will ensure that the dissemination and disposition of educational records complies at all times with state law and, to the extent pertinent, FERPA and any subsequent amendments thereto. Personally identifiable information regarding a student or students obtained by the Parties in the performance of this Agreement will not be disclosed or redisclosed to third parties without written consent of the student and must be used only for the purposes identified in this Agreement.

Miscellaneous

- 1) **Nonexclusive**. This Agreement is nonexclusive; the Parties can enter into agreements like this one with other institutions at any time.
- 2) **Nondiscrimination**. The Parties place Candidates in clinical practice teaching without regard for race, sex, color, religion, national origin or ancestry, age, marital status, disability, veteran's status, personal appearance, gender identity or expression, sexual orientation, familial status, family responsibilities, political affiliation, source of income, or any other protected status in accordance with law.
- 3) **Term**. This Agreement shall continue for five (5) years after the Effective Date unless terminated by either Party. Termination of the Agreement requires ninety (90) days' prior written notice to the other Party. Should notice of termination be given, any Candidates who are already assigned to complete their clinical practice at the Placement Site shall be allowed to continue until the experience is finished.
- 4) **Notice**. Notice under this Agreement shall be as follows:

 To the Placement Site: The School Board of Clay County, Florida
 900 Walnut Street
 Green Cove Springs, FL 32043

 To Moreland University: Moreland University
 TEACH-NOW Graduate School of Education
 1701 K Street NW, Suite 250
 Washington, DC 20006
- 5) **Choice of Law**. All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that could cause the application of the laws of any jurisdiction other than the State of Florida.
- 6) **Venue**. The Parties understand and expressly agree that any litigation concerning this Agreement must be brought in the courts located in Clay County, Florida.
- 7) **Entire Agreement; Amendment**. This Agreement shall supersede any and all prior agreements between us regarding the placement and supervision of Candidates for clinical practice. The Parties can amend the terms and conditions of this Agreement, but only when done in writing and agreed to by both Parties.

- 8) No Third-Party Beneficiary. This Agreement is for the sole benefit of the Placement Site and Moreland University. No Candidate or other third party shall be a beneficiary of, or have any right to enforce, the terms of this Agreement.
- 9) Counterparts. This Agreement and any addenda may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

MORELAND UNIVERSITY

BY: Susanne H. Thompson, Ed.D.

TITLE: President, Moreland University

DATE: January 12, 2023

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

BY: Shelley Gilhausen

TITLE: Board Chair

DATE: 1/5/2023 gmc

Exhibit A

Clinical Practice Placement

Candidate Name			
Program Name	TEACH-NOW® Teacher Preparation Program		
Placement Site			
Employed by Placement Site?	Yes		No
Start Date of Placement			
End Date of Placement			
Placement Schedule (i.e., M-F full days; M-F half-days, etc.)			
Grade Level(s) of Placement			
Mentor			
Site Director			
Clinical Placement Officer			
Clinical Instructor			