

STUDENT TEACHING AFFILIATION AGREEMENT

June 1, 2020
This Student Teaching Affiliation Agreement ("Agreement") is entered into on this 11th day of December, 2019, by and between UNIVERSITY OF PHOENIX INC, located at 4025 S. Riverpoint Parkway, Phoenix AZ 85040 ("UOP"), and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, located at 900 Walnut Street, Green Cove Springs, Florida, 32043 ("the District").

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which UOP students ("UOP Students") may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.

2. **UOP Student Placements.** The District shall accept UOP students for placement in Student Teaching Internships, Practicums, and Observations on the terms and conditions set forth herein.

3. **Policies Governing UOP Student Placements.**

a. Placements for all clinical field experiences will be arranged by the designated representatives of the District in collaboration with representatives of UOP. UOP Student applications for final internship will be submitted to the District by the appropriate UOP representative according to the following dates or as otherwise agreed upon by the parties:

April 15 – Submission of applications for final internships for Fall Semester

October 15 – Submission of applications for final internships for Spring Semester

b. Under no circumstances will UOP students be allowed to contact principals, administrators, or teachers to request a specific preferred placement.

c. UOP student applicants for college practicums or final internships cannot be placed in a school in which the applicant has a relative who is an employee or a student.

4. **UOP Responsibilities.**

a. UOP will provide a university supervisor for each practicum student or final intern placed in a District school. Each university supervisor will meet the minimum qualifications set forth by the Florida Department of Education which presently include the following:

- i. Three or more years of K-12 Teaching Experience
- ii. Evidence of Clinical Educator Training or commensurate clinical training
- iii. A Master's Degree or higher in an appropriate educational field

5. **Confidentiality.** UOP and the District shall inform each UOP student of federal and state laws governing the confidentiality of District student information, including FERPA. The parties agree that any breach of confidentiality by an UOP Student shall be grounds for immediate termination of the student's clinical experience.

7. **Indemnification and Hold Harmless.** Neither party shall be responsible to the other for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide UOP Students with immediate first aid for work-related injuries or illnesses, such as blood or bodily fluid exposure.

8. **Insurance.** During the term of this Agreement, UOP shall maintain in full force and effect commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

To the District:

Ms. Jamie Iannone
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
900 Walnut Street
Green Cove Springs, Florida 32043

To UOP:

University of Phoenix
4025 S Riverpoint Parkway
Phoenix, AZ 85040

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June 1, 2020
10. **Term and Termination.** The term of this Agreement begins ~~December 11, 2019~~ and ends on June 30, 2022. Either party may, either with or without cause, upon thirty (30) days' written notice to the other party, terminate this Agreement. Terminating this Agreement as set forth herein shall not operate to interrupt the progress of any student who has been assigned to a teaching internship, practicum or observation. A student who is assigned to any student teaching or practicum pursuant to this contract shall be allowed to complete their assignment.

11. **Assignment.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.

12. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all parties.

13. **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.

14. **Nondiscrimination.** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IS of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990 and the regulations related thereto. 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 specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

15. No Establishment of Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the UOP.

IN WITNESS THEREOF, 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.

UNIVERSITY OF PHOENIX, INC.

THE SCHOOL BOARD OF
CLAY
INCORPORATED
COUNTY, FLORIDA

By: *Pamela Roggeman*
Name: Pamela Roggeman
Title: Academic Dean
"UOP"

By: _____
Name: Carol Y. Studdard
Title: Chairman
"District"

Approved as to form:

Approved as to Form:

General Counsel

Attorney for the School Board