

**AFFILIATION AGREEMENT BETWEEN  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,  
AND AMERICAN PUBLIC UNIVERISTY SYSTEM, INC.**

This affiliation Agreement is made and entered into effective June 19, 2014 by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, a body politic and corporate, with its offices located at 900 Walnut Street, Green Cove Springs, Florida, 32043 (hereinafter referred to as the "SCHOOL BOARD"), and American Public University System, Inc. with its offices located at 111 W. Congress Street Charles Town, WV 25414 (hereinafter referred to as the "COLLEGE"). This Agreement is for the following programs(s):

\*        EDUCATION

M.Ed. in Educational Leadership  
M.Ed. in School Counseling  
M.Ed. Teaching Concentration in Elementary Education  
M.Ed. Teaching Concentration in Secondary Social Studies  
Post-Baccalaureate Teacher Preparation Certification Program

WHEREAS, the SCHOOL BOARD is the local education agency that provides public education services to compulsory-aged students in Clay County, Florida; and

WHEREAS, the COLLEGE has a Elementary Education program and other programs [hereinafter referred to as the "Program(s)"] that require a combination of coursework and field and clinical experiences; and

WHEREAS, both the SCHOOL BOARD and the COLLEGE desire to collaborate regarding the placement of college students enrolled in appropriate education programs to complete their field and clinical experiences in schools governed by the SCHOOL BOARD;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.        INCORPORATION OF RECITALS. The above-stated recitals are true and correct, and by this reference are incorporated herein and made a part thereof.

2.        DEFINITIONS /TERMS. For the purposes of this Agreement, the term "Intern" shall be defined as a student who is enrolled in the COLLEGE'S State of West Virginia approved and regionally accredited Elementary, or other educational program that has been approved by rules of the West Virginia Board of Education and who is assigned by the COLLEGE to a school governed by the SCHOOL BOARD to perform a clinical field experience under the direction of a certified educator in the school.

3. OBLIGATIONS OF THE COLLEGE.

a. The COLLEGE shall be responsible for the organization, administration, staffing, operating, and financing of its Program(s), and the maintenance of accepted standards for its educational programs.

b. The COLLEGE shall maintain all records and reports on Intern experiences in accordance with COLLEGE policy and regulatory requirements.

c. The COLLEGE shall designate a faculty member as liaison to the SCHOOL BOARD.

d. The COLLEGE'S liaison shall plan with the SCHOOL BOARD'S designee regarding all Intern placements. No Intern shall be placed in any school without the prior written consent of the SCHOOL BOARD'S designee. Such consent shall be on forms approved by the parties. The parties shall use a placement procedure that is agreed upon by the district superintendent or his/her designee.

e. The COLLEGE shall assure that students selected as Interns have completed all required academic prerequisites prior to recommendation for placement with the SCHOOL BOARD.

f. The COLLEGE shall assume responsibility for the overall educational experience and grades of its Interns, with consideration given to the assessment and evaluation provided by the directing teacher.

g. The INTERN, at its own expense, shall obtain a Level II background screening for each Intern placed with the SCHOOL BOARD. The Level II background screening shall be a condition precedent to the Intern being placed. The COLLEGE acknowledges that Interns with disqualifying offenses will not be considered for placement with the SCHOOL BOARD.

h. Responsibility to inform student: The COLLEGE shall inform its students in the Program(s) that as participants in the Program(s) they are required to:

(1) Comply with the policies and procedures of the SCHOOL BOARD, to the extent permitted by law, including the SCHOOL BOARD'S policies on confidentiality and disclosure of information.

(2) Comply with state and federal laws and regulations.

(3) Provide and wear the necessary and appropriate attire while performing or receiving services under this Agreement.

(4) Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.

(5) Comply with the Family Educational Rights and Privacy Act ("FERPA") regarding the confidentiality of student records.

(6) Acknowledge and agree that neither the COLLEGE nor the SCHOOL BOARD guarantees to place or maintain placement of any program student under this Agreement.

4. OBLIGATIONS OF THE SCHOOL BOARD: The SCHOOL BOARD shall:

a. Provide the facilities, applicable personnel, services, and other items necessary for the educational clinical experience as specified herein.

b. Determine the work location and assignment of Interns in collaboration with the COLLEGE. The SCHOOL BOARD will accept from the COLLEGE the number of qualified students that staff, time, and space permit as determined solely by the SCHOOL BOARD.

c. Encourage an atmosphere conducive to learning.

d. Place approved teacher Interns with certified teachers who have completed Clinical Educator Training (CET), have a minimum of three years of successful classroom experiences, and who demonstrate effective classroom management.

e. Place approved school psychology Interns with certified school psychologists who have completed CET and have a minimum of three years of successful experience as school psychologists.

f. Cooperate with the COLLEGE in enforcing COLLEGE policies and procedures related to student performance and student conduct.

g. Permit the authority responsible for accreditation or authorization of COLLEGE'S curriculum to inspect the facilities, services, and other items provided by the SCHOOL BOARD for purposes of the education experience upon reasonable notice.

h. Notify the COLLEGE, in writing, of any Intern whose work or conduct with students, parents, or personnel is not, in the opinion the SCHOOL BOARD, in accordance with acceptable procedures or standards of performance or otherwise could disrupt the SCHOOL BOARD'S operation. The SCHOOL BOARD may immediately remove from the premises any INTERN who poses an immediate threat or danger to personnel or to the quality of educational services or for unprofessional behavior. In such event, said INTERN'S participation in the

Program(s) at the school shall immediately cease, subject to being resumed only with the mutual agreement of the SCHOOL BOARD and COLLEGE.

5. PROGRAM COORDINATION

a. The COLLEGE and the SCHOOL BOARD agree to work together to establish and maintain a quality program. The SCHOOL BOARD agrees to take an active role in suggesting education policy, curriculum, and course content.

b. The parties acknowledge that many student educational records are protected by the Family Education Rights and Privacy Act ("FERPA") and that student permission must be obtained before releasing specific student data to anyone other than the COLLEGE. The SCHOOL BOARD and its employees shall not disclose to any third party, except where required by law or where such disclosure is expressly approved by COLLEGE in writing, any student education records or personally identifiable information contained in such records, and the SCHOOL BOARD and its employees and representatives shall comply with all federal and state laws and regulations, and all rules, regulations and policies of COLLEGE regarding the disclosure and confidentiality of such information, including without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. 1232G and its implementing regulations. During the term of this Agreement, each party (the "Receiving Party") may have access to and become acquainted with various confidential information, including, but not limited to, information regarding pupils, services, curriculum, parents and personnel and other records of the other party ("Disclosing Party"), which items are owned exclusively by the Disclosing party and used in the operation of its business or facilities (the "Proprietary Information"). The Receiving Party acknowledges that the proprietary Information is secret, confidential and proprietary to the Disclosing Party and has been disclosed to and/or obtained by the Receiving party in confidence and trust and for the sole purpose of using the same for the sole benefit of the Disclosing Party. During and after the term of this Agreement (other than in the performance of this Agreement), the Receiving Party shall not divulge any Proprietary Information (except for information otherwise available to the public) to any other person or entity or use the Proprietary Information for the Receiving party's own benefit or for the benefit of any other person or entity outside of the Agreement.

c. Neither party shall have the power to obligate the SCHOOL BOARD or COLLEGE resources or commit either to any particular action.

d. SCHOOL BOARD shall not make any false, erroneous or misleading statements, representation, warranties or guarantees to its employees or to any third parties with respect to the fieldwork experience, COLLEGE, or its programs.

e. Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws and rules, as well as their own respective institutional rules and regulations.

f. The parties hereto acknowledge and agree that the SCHOOL BOARD is a political subdivision of the State of Florida. As such, the SCHOOL BOARD'S performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations, and their respective Board's rules which are applicable to the SCHOOL BOARD'S and/or COLLEGE'S operations, commitments and/or activities, as the case may be, in furtherance of any terms specified herein.

g. Both parties acknowledge and agree that as a political subdivision of the State of Florida, SCHOOL BOARD is subject to the provisions of Chapter 119, *Florida Statutes*, regarding public access to records, which records would include all communications and agreements with COLLEGE.

h. The parties agree to keep a current written record of the specific schools where students are actually participating in the Program(s).

i. Each party warrants and represents that it shall comply with all applicable laws and regulations in the performance of its obligations under this Agreement.

#### 6. INSURANCE

a. COLLEGE agrees to maintain liability insurance coverage for the activities provided for in this agreement, with limits of not less than \$1,000,000.00 per occurrence and will provide proof of such coverage to SCHOOL BOARD upon execution of this agreement.

b. COLLEGE acknowledges that the SCHOOL BOARD is self insured for tort liability with limits of \$200,000 per claimant/\$300,000 per occurrence, as authorized pursuant to §768.28, *Florida Statutes*, with said protection being applicable to officers, servants, and agents while acting within the scope of their employment by the SCHOOL BOARD. Furthermore, nothing contained herein shall be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) giving consent of the COLLEGE or the SCHOOL BOARD to be sued; or (iii) a waiver of sovereign immunity of the COLLEGE or the SCHOOL BOARD beyond the waiver provided in §768.28, *Florida Statutes*.

#### 7. INDEMNIFICATION.

a. SCHOOL BOARD agrees to be fully responsible for its own acts of negligence, and its respective agents' acts of negligence, when acting within the scope of their employment, and agrees to be liable for any damages resulting from said negligence subject to the limitations and defenses provided by §768.28, *Florida Statutes*. Nothing herein is intended to serve as a waiver of sovereign immunity of the SCHOOL BOARD. Nothing herein shall be construed by the SCHOOL BOARD as consent to be sued by third parties for any matter arising out of or relating to this Agreement.

b. COLLEGE shall indemnify and hold harmless the SCHOOL BOARD from any and all claims, losses, liabilities, costs and expenses, including costs of defense and attorney's fees, arising in whole or in part, out of any negligent, grossly negligent or reckless act or omission of any instructor, agent or employee of the COLLEGE.

8. INDEPENDENT CONTRACTOR. The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Interns shall participate in the Program(s) hereunder for the sole consideration of obtaining an educational experience. No Intern or participant shall be considered an employee or volunteer of the SCHOOL BOARD by virtue of that Program participation.

9. MISCELLANEOUS

a. NON ASSIGNMENT. This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.

b. NO THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the SCHOOL BOARD and the COLLEGE, and is not intended to create rights or any cause of action in any third parties.

c. PERFORMANCE. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder or give rise to any claim for damages.

d. TERM/TERMINATION. The term of this Agreement shall be for a period of five (5) years commencing on the effective date and may be renewed for successive three (3) year periods if agreed upon in writing by the parties herein. If either party to this Agreement wishes to terminate the Agreement early, it is understood that at least ninety (90) days' prior written notice shall be given prior to the proposed termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Program(s) shall continue as necessary for the purpose of permitting Interns actually participating in the Program(s) at the time of termination to finish the Program(s) at the SCHOOL BOARD.

e. APPLICABLE LAW. The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall lie exclusively in a court of competent jurisdiction located in Clay County, Florida.

f. **NONDISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religious creed, sex, age or handicap in either the selection of the Interns for participation in the clinical experience, or as to any aspect of the fieldwork. SCHOOL BOARD'S obligation to provide reasonable accommodation to handicapped or disabled participants, to the extent any such legal obligation exists, shall be limited to the provision of reasonable, physical access to its facilities, reasonable necessary to participate in the clinical experience. All other required accommodations shall be the sole obligation of the COLLEGE.

g. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this Agreement, neither COLLEGE nor SCHOOL BOARD make any representations, warranties, covenants, or undertakings of any kind, express or implied.

h. **AMENDMENTS AND MODIFICATIONS.** All amendments and modifications to this Agreement shall be made by written mutual consent of both parties, which shall include the date and signatures of parties agreeing to the amendment(s) and/or modification(s).

i. **MISCELLANEOUS.** Copies of this Agreement shall be placed on file and be available at the COLLEGE and the SCHOOL BOARD. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Any waiver of any term or condition herein must be in writing, and signed by the Parties. A waiver of any of the terms and conditions shall not be constructed as a waiver of any other term or condition herein. The provisions of the Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of the Agreement shall be effective and binding upon the Parties to the maximum extent practicable in light of the remaining provisions of this Agreement. Any captions to or headings of the articles, sections, sub-sections, paragraphs, or sub-sections of the Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

j. **NOTICES.** All notices under this Agreement shall be in writing and delivered by personal delivery or United States Mail, certified, return receipt requested. Such notices shall be delivered to the following:

**The School Board of Clay County, Florida  
900 Walnut Street  
Green Cove Springs, Florida 32043**

**American Public University Systems, Inc.  
111 W. Congress Street  
Charles Town, WV. 25414**

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of each party, which representatives shall be designated by the parties, in writing, promptly upon commencement of this Agreement.

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Signature page follows immediately.]



IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this agreement as of the day and date first written above, and each agrees to be bound by the provisions hereof.

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

Date: \_\_\_\_\_

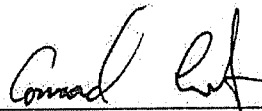
By \_\_\_\_\_  
Carol Studdard, Chairman  
900 Walnut Street  
Green Cove Springs, Florida 32043

ATTEST:

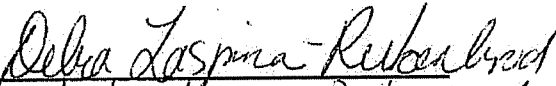
By \_\_\_\_\_  
**CHARLIE VAN ZANT, JR.**  
Superintendent of Schools

**AMERICAN PUBLIC UNIVERSITY SYSTEMS, INC.**

Date: 5/27/14

By   
Name: **CONRAD LOTZE, PH.D.**  
Title: **DEAN, SCHOOL OF EDUCATION**  
Address: **111 W. CONGRESS ST.**  
**CHARLES TOWN, WV**  
**25414**

ATTEST:

By   
Name: **Debra Caspino-Rukenbrod**  
Title: **Coordinator of Field Placement**