

**WEBSTER UNIVERSITY
DISTRICT AFFILIATION AGREEMENT**

This Affiliation Agreement, made and by and between Webster University, hereinafter referred to as the UNIVERSITY with its corporate office located in St. Louis, Missouri and School Board of Clay County, Florida, a body politic and corporate, hereinafter referred to as the DISTRICT.

I. PURPOSE

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter STUDENTS, which take place at schools within the DISTRICT and in which the DISTRICT will participate.

II. OBLIGATIONS OF THE UNIVERSITY

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on student experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the DISTRICT, in advance, its schedule of student assignments to the designated area, including dates and numbers of students.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the DISTRICT, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the DISTRICT a copy of course objectives for the learning experience. The DISTRICT, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. The UNIVERSITY will assign a faculty supervisor who will collaborate with the DISTRICT'S site supervisor. The faculty supervisor is required to have a level 2 (state and national FBI) background check and meet DISTRICT guidelines for clearance. For purposes of this Agreement, the term "site supervisor" shall be defined as the district educator who has been assigned to supervise the STUDENT.
7. STUDENTS shall not be considered as employees or agents of the UNIVERSITY.
8. STUDENTS must complete a level 2 (state and national FBI) background check at their expense according to the pertinent requirements of the State of Florida. Fingerprinting must be done at the direction of the DISTRICT. The DISTRICT is responsible for clearing STUDENTS based upon State of Florida guidelines for clearing other interns prior to the STUDENT entering any classroom in the DISTRICT.

III. OBLIGATIONS OF THE DISTRICT

1. The DISTRICT shall maintain sole responsibility for the instruction, education and welfare of its pupils.
2. The DISTRICT agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the DISTRICT.
3. The DISTRICT shall retain the right, in its sole discretion, to request the removal of any individual from any area of the DISTRICT premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized DISTRICT representative.
4. The DISTRICT shall provide qualified site supervisors for STUDENTS. Site supervisors will be resource persons for STUDENTS and UNIVERSITY faculty while at schools within the DISTRICT. Site supervisors selected by DISTRICT will: (a) assist in orienting STUDENTS to the assigned school, the classroom, and the pupils; (b) explain all school and DISTRICT policies, rules, and regulations to STUDENTS; (c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with DISTRICT personnel, pupils, and parents; (d) complete evaluations of STUDENTS' progress and submit them to the University faculty supervisor, after reviewing them with the applicable STUDENT; (e) immediately inform the University faculty supervisor of any concerns regarding a STUDENT; (f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; (g) (For student teaching) supervise STUDENTS on a daily basis – if the site supervisor is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Under no circumstance can a STUDENT, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the DISTRICT and the UNIVERSITY.
5. The DISTRICT shall provide STUDENTS the opportunity to review district policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the DISTRICT.
6. STUDENTS assigned to the schools within the DISTRICT shall follow the DISTRICT'S protocols for health and safety. The DISTRICT will provide necessary emergency medical services to STUDENTS.
7. The DISTRICT shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the schools without appropriate approval.
8. The DISTRICT shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §123G, concerning any STUDENT participating in the education experiences provided by DISTRICT, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. DISTRICT shall adopt and enforce policies and

procedures necessary to protect the confidentiality of STUDENT records as defined herein.

9. STUDENTS shall not be considered employees, volunteers or agents of the DISTRICT.

IV. INDEMNIFICATION

1. The UNIVERSITY shall indemnify, save harmless, the DISTRICT from any and all claims, losses, liabilities, costs and expenses, including costs of defense and attorneys fees, arising in whole or in part, out of any negligent, grossly negligent or reckless act or omission of any instructor, employee, or agent of the UNIVERSITY.
2. The DISTRICT shall indemnify and save harmless the UNIVERSITY from any and all claims, losses, liabilities, costs and expenses, arising in whole or in part, out of any negligence, or omission of any DISTRICT employee or other agent or representative of the DISTRICT and subject to the limitations of 768.28 Florida Statute.

V. INSURANCE

1. The UNIVERSITY shall maintain liability insurance coverage of financial responsibility acceptance to the DISTRICT, as assurance of its accountability for any such losses, claims, liabilities, or expenses. A copy of such liability insurance coverage shall be provided by the UNIVERSITY to DISTRICT upon request.
2. The DISTRICT shall maintain liability self insurance levels as assurance of its accountability for such losses, claims, liabilities, or expenses.

VI. GENERAL PROVISIONS

1. Neither the DISTRICT nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.
2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the UNIVERSITY and the DISTRICT and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed in a school within the DISTRICT in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee, volunteer or agent of the DISTRICT but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by DISTRICT personnel.
3. The DISTRICT shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.

4. The DISTRICT and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the cooperating site may be entitled to payment of the reasonable and customary honorarium .
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the DISTRICT. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the DISTRICT or the UNIVERSITY.
10. Each party of this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.
11. This Agreement will be governed by the laws of the State of Florida and shall in all respects be interpreted, enforced, and governed by Florida law.

VII. ARBITRATION

[INTENTIONALLY LEFT BLANK]

VIII. TERM AND NOTICE

1. This Agreement shall become effective on _____ 2012, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all STUDENTS already enrolled in and participating in education experiences at DISTRICT at the time of notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at DISTRICT. Any notice given under this

Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt, if notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the addresses stated below, or to such other persons or places as either party may from time to time designate by written notice to the other party.

As to the UNIVERSITY:

As to the DISTRICT:

WEBSTER UNIVERSITY

**SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

By _____
Printed Name: Nancy Hellerud
Title: Associate Provost

By _____
Printed Name: CAROL STUDDARD
Title: Board Chairman

10407 Centurion Parkway N., Suite 210
Jacksonville, Florida 32256
Telephone: 314-246-7440
Facsimile: 314-246-7076

900 Walnut Street
Green Cove Springs, Florida 32043
Telephone: 904-284-6500
Facsimile: 904-284-6525

With a copy to:
Webster University
Office of Academic Affairs
470 E. Lockwood Avenue
St. Louis, Missouri 63119-3194

Form Approved by:

Dated: _____

J. BRUCE BICKNER
Attorney for School Board of Clay County, FL
900 Walnut Street
Green Cove Springs, Florida 32043
Telephone: 904-284-6539
Facsimile: 904-284-6525

Dated: _____