TEACHER CANDIDATE AFFILIATION AGREEMENT BETWEEN FAYETTE COUNTY SCHOOL DISTRICT BOARD OF EDUCATION AND THE UNIVERSITY OF MEMPHIS

1. **Parties:** This Agreement is entered into on this 25th day of January 2021, by and between Fayette County School District, 10425 Hwy 76 S., Somerville, TN 38068, hereinafter referred to as "Fayette County," and THE UNIVERSITY OF MEMPHIS, 204 Ball Hall, Memphis, TN 38152, hereinafter referred to as the "UofM."

2. **Purpose:** This non-exclusive Agreement formally establishes the requirements of the parties during the term of this Agreement and the terms and conditions under which candidates of the UofM may participate in Teaching Experience at Fayette County School District. The Agreement can be renewed at the end of the term upon agreement by both Parties. The Parties agree to work cooperatively to ensure the best educational experiences for candidates and the Fayette County students. Candidates shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate, Fayette County School District or the Institution, UofM.

3. **Term:** The term of this Agreement begins January 25, 2021 and ends June 30, 2022.

4. **Compliance with Policies:** UofM and UofM’s participating Candidates shall comply with all policies of the District and with the UofM’s policies and procedures. Failure to comply with Fayette County School District’s or the UofM’s polices or procedures shall be cause for removing the Candidate from the Program. Prior to assignment of the Candidates to the Fayette County School District the UofM will require a cleared TBI criminal background check for all UofM Candidates, at the Candidate’s expense, and must be kept on file at the UofM.

5. **Confidentiality:** UofM shall inform each participating Candidate of Federal and State law governing the confidentiality of Fayette County School District’s student information, including FERPA and the Tennessee Public Records Act. Any breach of Fayette County School District’s students’ confidentiality by a participating Candidate resulting in the unauthorized release, either written or verbal, of student information shall be grounds for the immediate termination of the participating Candidate’s Clinical Experience.

6. **Liability:** Neither party shall be responsible for personal injury or property damage or other loss suffered by any person or entity except that resulting from its own negligence, and nothing in this Agreement shall be construed as creating an obligation to indemnify the other party against that party’s own negligence. Any and all claims against the UofM shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee.

7. **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.
8. **Notices:** Notices under this Agreement shall be mailed or delivered to the parties as follows:

Fayette County Board of Education  
10425 Hwy 76 S.  
Somerville, TN 38068

The University of Memphis  
Dr. Nichelle Robinson  
Director of Teacher Education & Clinical Practice  
204 Ball Hall  
Memphis, TN 38152

9. **Modification of Contract:** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

10. **Termination:** Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement. Fayette County School District may, in consultation with UofM, remove any Teacher Candidate at any time from any Clinical setting if it is determined by Fayette County School District that it is not in the best interest of the students of Fayette County School District and/or Fayette County School District for the Candidate to continue their Clinical Placement.

11. **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. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

12. **Nondiscrimination:** The UofM 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, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it 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.

13. **Entire Agreement:** The 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.

14. **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 UofM or Fayette County School District may provide.

15. **Severability:** Should any provision of the 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 of this Agreement.

16. **Compliance with the Americans with Disabilities Act:** Fayette School District and the UofM shall not discriminate on the basis of disability in admission to, access to, or operations of their
programs, services, or activities. Fayette School District and the UofM will ensure that qualified applicants and participants with disabilities in their services, programs, or activities have communication access that is equally effective as that provided to people without disabilities. Information shall be made available to accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

17. **Insurance:** Each participating Candidate must provide the UofM with a Certificate of Insurance or evidence of self-insurance, evidencing comprehensive professional liability Insurance with limits of not less than one million ($1,000,000) dollars. A Certificate of Insurance evidencing said coverage shall be provided to the UofM prior to participating in Clinical Experiences. The UofM, upon request, will provide Fayette School District with verification of Candidate Insurance.

IN WITNESS WHEREOF, 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.

Fayette School District SCHOOL BOARD OF EDUCATION

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: __/28/2021____________________

THE UNIVERSITY OF MEMPHIS (UofM)

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: __/3/2021_____________________