

**AFFILIATION AGREEMENT BETWEEN  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,  
AND FLORIDA STATE UNIVERSITY COLLEGE OF EDUCATION**

This affiliation Agreement is made and entered into effective November 22, 2021, 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 the Florida State University Board of Trustees, a public body corporate of the State of Florida, acting on behalf of the FLORIDA STATE UNIVERSITY COLLEGE OF EDUCATION, located at 1114 West Call Street, Tallahassee, Florida 32306-4450 (hereinafter referred to as the "UNIVERSITY"). This Agreement is for the following programs(s):

- \* EDUCATION – Art, Early Childhood, Educational Leadership, Elementary, English (Language Arts), English for Speakers of Other Languages, Exceptional Student Education, Foreign Languages, Mathematics, Music, School Psychology, Science, Social Science, Visual Disabilities.

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 UNIVERSITY has an 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 UNIVERSITY desire to collaborate regarding the placement of UNIVERSITY 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 UNIVERSITY'S state-approved Elementary, Music or other educational program that has been approved by rules of the State Board of Education and who is assigned by the UNIVERSITY 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 UNIVERSITY.

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

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

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

f. The UNIVERSITY 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 UNIVERSITY shall notify the student of the requirement to obtain a Level II background screening as directed by the SCHOOL BOARD. The Level II background screening expense shall be borne by the student. The Level II background screening shall be a condition precedent to the Intern being placed. The UNIVERSITY acknowledges that Interns with disqualifying offenses will not be considered for placement with the SCHOOL BOARD.

h. Responsibility to inform student: The UNIVERSITY 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 UNIVERSITY nor the SCHOOL BOARD guarantees to place <sup>(see below)</sup> 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 UNIVERSITY. The SCHOOL BOARD will accept from the UNIVERSITY 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 UNIVERSITY in enforcing UNIVERSITY policies and procedures related to student performance and student conduct.
- g. Permit the authority responsible for accreditation of UNIVERSITY'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 UNIVERSITY, 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 student who poses an immediate threat or danger to personnel or to the quality of educational

services or for unprofessional behavior. In such event, said student'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 UNIVERSITY.

5. PROGRAM COORDINATION

a. The UNIVERSITY 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 FERPA and that student permission must be obtained before releasing specific student data to anyone other than the UNIVERSITY. UNIVERSITY agrees to provide guidance to the SCHOOL BOARD with respect to complying with FERPA.

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

d. 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.

e. 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 UNIVERSITY'S operations, commitments and/or activities, as the case may be, in furtherance of any terms specified herein.

f. 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 UNIVERSITY.

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

6. INSURANCE

a. UNIVERSITY is a public body corporate of the State of Florida and its agents and employees, but not its students, are thereby covered for negligence and tort claims by state risk management / self-insurance program(s) arising out of their agency and/or employment pursuant to Florida law and subject to the limitations and partial waiver of sovereign immunity set forth in section

768.28, *Florida Statutes*. The coverage provides, *inter alia*, a limited waiver of sovereign immunity in the amount of \$200,000 per person and \$300,000 per occurrence, and that without admission of additional liability, excess claims may be brought to the attention of the State Legislature for consideration of payment at the discretion of the Legislature. Further, UNIVERSITY shall strongly encourage, but not mandate, that its Student Interns obtain and maintain individual educator liability insurance. The SCHOOL BOARD "shall notify the Intern electronically or in writing of the availability of educator liability insurance under section 1012.75," pursuant to section 1012.39(3), *Florida Statutes*. 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 UNIVERSITY or the SCHOOL BOARD to be sued; or (iii) a waiver of sovereign immunity of the UNIVERSITY or the SCHOOL BOARD beyond the waiver provided in §768.28, *Florida Statutes*.

- b. UNIVERSITY 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 UNIVERSITY or the SCHOOL BOARD to be sued; or (iii) a waiver of sovereign immunity of the UNIVERSITY 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 it's 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. UNIVERSITY is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements. In recognition thereof, UNIVERSITY agrees to be fully responsible for its own acts of negligence, and it's 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 UNIVERSITY. Nothing herein shall be construed by the UNIVERSITY as consent to be sued by third parties for any matter arising out of or relating to this Agreement.

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 UNIVERSITY, 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 students 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.

f. **NONDISCRIMINATION.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability, or veteran or marital status.

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 UNIVERSITY 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. **COPIES OF AGREEMENT.** Copies of this Agreement shall be placed on file and be available at the UNIVERSITY and the SCHOOL BOARD.

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**

**Florida State Univ. College of Education  
1114 West Call Street  
Tallahassee, Florida 32306-4450**

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.

[The remainder of the page is left blank intentionally.  
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: 11/17/2021

By Mary Bolla  
Mary Bolla, Chairman  
900 Walnut Street  
Green Cove Springs, Florida 32043

**ATTEST:**

By David Broskie  
David Broskie  
Superintendent of Schools

**FLORIDA STATE UNIV. COLLEGE OF EDUCATION**

Date: 11/17/2020 | 3:16 PM EST

DocuSigned by:  
Amy Guerette  
By BBF005002AA040D...  
Amy Guerette  
Associate Dean, College of Education  
Acting for and on behalf of FSU Board of Trustees  
1114 West Call Street  
Tallahassee, Florida 32306-4450

**ATTEST:**

DocuSigned by:  
Meredith Higgins  
By AAAF0403AD830B...  
Meredith Higgins  
Director of Student Teaching, College of Education  
Acting for and on behalf of FSU Board of Trustees