

STUDENT TEACHING AFFILIATION AGREEMENT

This Student Teaching Affiliation Agreement ("Agreement") is entered into on this _____ day of April, 2019, by and between FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, by and on behalf of the College of Social Sciences located at 600 W. College Avenue, Tallahassee, Florida 32306 (hereinafter "UNIVERSITY"), 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 UNIVERSITY students ("UNIVERSITY Students") may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.

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

3. **Procedures Governing UNIVERSITY Student Placements.**

a. Placements for all clinical field experiences will be arranged by the designated representatives of the District in collaboration with representatives of UNIVERSITY. UNIVERSITY Student applications for final internship will be submitted to the District by the appropriate UNIVERSITY 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 UNIVERSITY students be allowed to directly contact principals, administrators, or teachers to request a specific preferred placement.

c. UNIVERSITY 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. **UNIVERSITY Responsibilities.**

a. UNIVERSITY 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 or related field

5. **Criminal Background Checks.** Nothing in this Agreement is intended to or shall be construed to relieve the District of its statutory responsibility to obtain criminal background checks or to comply with the requirements of applicable state law. UNIVERSITY shall inform students that pursuant to Florida Statute 1012.32(2), or other applicable Florida statutes, the student must complete a Level 2 (state and national/FBI) background check at their own expense. Fingerprinting must be done as directed by the District. The District is responsible for clearing Students based upon District guidelines for clearing other interns prior to the student entering any classroom in the District or otherwise having direct contact with students of the School District. UNIVERSITY shall assist the School by advising its students that they will be required to obtain and submit to UNIVERSITY the results of a limited criminal history check prior to beginning their placement.

6. **Confidentiality.** UNIVERSITY and the District shall inform each UNIVERSITY student of federal and state laws governing the confidentiality of District student information, including FERPA. The parties agree that any breach of confidentiality by a UNIVRSITY 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 UNIVERSITY Students with immediate first aid for work-related injuries or illnesses, such as blood or bodily fluid exposure. Nothing contained herein shall constitute a waiver of either the UNIVERSITY's or the District's sovereign immunity as guaranteed by Florida Statute 768.28, and nothing contained herein shall serve to increase either the scope or dollar limitations of the UNIVERSITY's or the District's monetary liability beyond that which is set forth in Florida Statute 768.28.

8. **Insurance.** UNIVERSITY is a governmental entity of the State of Florida, and has tort liability coverage under the State Risk Management Trust Fund, up to the statutory liability limits prescribed in section 768.28 Florida Statutes. Students participating in this internship program shall be required to purchase and maintain professional liability insurance covering their participation in the program, with policy limits of \$1,000,000.00 (one million dollars) per occurrence, and \$3,000,000.00 (three million dollars) in the aggregate. Proof of insurance shall be provided to the District upon request.

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 BU:

Florida State University
Attention: Dean Michael Delp, College of Human Sciences
120 Convocation Way
Tallahassee, Florida 32306

10. **Term and Termination.** The term of this Agreement begins January 1, 2020, and ends on December 31, 2020. 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. **Status of Student Teachers, Practicum Students, and Participants.**

a. The District shall provide Student Teachers, Practicum Students and Participants the same protection against liability arising in connections with their assignments in the School District as is provided for members of the School District's permanent faculty. The parties acknowledge and agree that students are not the employees or agents of either UNIVERSITY or the District.

b. The District retains primary responsibility for the educational experience of its pupils and for the orderly conduct of its schools. Student Teacher, Practicum Students, and Participants shall be under the direction and control of the District as represented by the Supervising or Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the District's

schools or while acting in behalf of the District in locations other than the premises.

15. **Nondiscrimination.** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX 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).

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized *nunc pro tunc* to the date first above written.

FLORIDA STATE UNIVERSITY

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____

Name: Michael Delp
Title: Dean of College of Human Sciences
Address: 120 Convocation Way
Tallahassee, Florida 32306

By: _____

Name: CAROL Y. STUDDARD
Title: Chairman
Address: 900 Walnut Street
Green Cove Springs, Florida 32043

Approved as to Form:

By: _____

Name:

Title:

Approved as to Form:

By: _____

J. Bruce Bickner, Esq.

Attorney for the School Board