

**CLINICAL EXPERIENCE AGREEMENT BETWEEN
FLORIDA STATE COLLEGE AT JACKSONVILLE
AND
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

THIS AGREEMENT is entered into this 7th day of August 2025, between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "SITE") and the DISTRICT BOARD OF TRUSTEES OF FLORIDA STATE COLLEGE AT JACKSONVILLE, a public body corporate of the State of Florida, whose address is 101 West State Street, Jacksonville, Florida (hereinafter referred to as the "COLLEGE").

WHEREAS, the COLLEGE provides approved program of study in the field of Initial Teacher Preparation-ITP in Early Childhood Education PK-3rd (hereinafter referred to as the "Program"), and desires its teacher candidates (hereinafter referred to as "Teacher Candidates") in the Program to obtain educational experiences by utilizing appropriate facilities and personnel of third parties;

WHEREAS, the SITE has SITES and personnel for Program Teacher Candidates, and has agreed to make such SITES and personnel available to COLLEGE;

WHEREAS, the SITE and COLLEGE desire to cooperate to establish and implement the Program;

NOW, THEREFORE, in consideration of the recitals and the respective promises contained herein, SITE and COLLEGE agree that the Program described herein be established and implemented by the SITE and the COLLEGE pursuant to the following terms and conditions ("Agreement"):

I. PURPOSE

1. The purpose of this Agreement is to provide educational experiences in the form of hands-on experimental learning at select SITE locations for selected COLLEGE Teacher Candidates which take place at schools within the SITE under the guidance of a fully certified professional (hereinafter referred to as "Cooperating Teacher") and a COLLEGE assigned supervisor (hereinafter referred to as "Faculty Supervisor").

2. The following criteria, instituted by the Florida Department of Education are to be used in the selection of the SITE Cooperating Teachers who will provide supervision to Teacher Candidates during field experience or internship and must have the following.

- a. A valid professional educator certificate
- b. At least 3 years of teaching experience in prekindergarten through grade 12
- c. Earned an effective or highly effective rating on the prior year's performance evaluation or be a peer evaluator under the SITE's evaluation system

- d. Evidence of “clinical educator” training (CET);
- e. a certificate or endorsement in reading.

II. OBLIGATIONS OF THE COLLEGE

1. The COLLEGE will offer education programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The COLLEGE will keep all records and reports on Teacher Candidate’s experiences in accordance with COLLEGE policy and regulatory requirements.
3. The COLLEGE will plan with the SITE in advance of commencement of the Program, its schedule of Teacher Candidates assignments to the designated areas within the SITE.
4. The COLLEGE agrees to inform Teacher Candidates that Teacher Candidates shall be responsible for following the rules and regulations of the SITE school, including recognition of the confidential nature of information regarding pupils and their records.
5. The COLLEGE will provide to the SITE a copy of course objectives for the learning experience.
6. The COLLEGE will assign a Faculty Supervisor who will collaborate with the SITE school’s Cooperating Teacher. The Faculty Supervisor is required to have a level 2 (state and national/FBI background check and meet the SITE’s reasonable guidelines for clearance. For purposes of this Agreement, the term "Cooperating Teacher" shall be defined as the SITE school educator who has been assigned by COLLEGE and the SITE to supervise the Teacher Candidate.
7. Teacher Candidates shall not be considered as employees or agents of the COLLEGE or SITE and shall not be entitled to any compensation or employee benefits by nature or their participation in the Program.

III. ROLE/SUPERVISION OF COOPERATING TEACHER

1. The COLLEGE will provide a student-teacher handbook/practicum guideline (the “handbook”) to each Cooperating Teacher on or before reporting date of the Teacher Candidate. The handbook will define the explicit responsibilities of the Cooperating Teacher and the Faculty Supervisor relative to instructions, observation, conferencing, licensure requirements, and evaluation instruments.
2. Upon a reasonable request by the COLLEGE, the SITE’s Cooperating Teachers shall participate in a brief overview of the FLDOE’s state framework for its “State-Approved Educator Preparation Programs.”

3. The COLLEGE will provide Cooperating Teachers training through a Canvas Learning Module prior to the start of the semester they will host a Teacher Candidate.

4. During the Teacher Candidate teaching period, the SITE school's Cooperating Teachers shall complete a minimum of four observations of the Teacher Candidate within the Program, each for a minimum of 45 minutes. Each observation should include timely and meaningful feedback with Teacher Candidate(s).

5. The COLLEGE Faculty Supervisor and the SITE Cooperating Teachers shall use a survey instrument provided by the COLLEGE for the assessment of the Teacher Candidate(s).

IV. OBLIGATIONS OF THE SITE

1. The SITE shall maintain sole responsibility for the instruction, education, and welfare of its pupils.

2. The SITE agrees that Teacher Candidates assigned to the SITE for counseling, administration teaching, and/ or observation experiences are under the supervision, control, and responsibility of the SITE.

3. The SITE shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SITE premises. Teacher Candidates shall be instructed by the COLLEGE to promptly, and without protest, leave an area within the SITE premises whenever they are requested to do so by an authorized SITE representative.

4. The SITE shall provide qualified site supervision for Teacher Candidates via one or more "Cooperating Teacher(s)". Cooperating Teachers will be the resource person(s) for Teacher Candidates and COLLEGE Faculty Supervisor while at SITE location. Cooperating Teachers selected by the SITE will: a) assist in orienting Teacher Candidates to the assigned SITE location, classroom, and pupils; b) explain all SITE policies, rules, and regulations to Teacher Candidates; c) provide prompt and substantive feedback to Teacher Candidates regarding all performance activities and interactions with SITE personnel, pupils, and parents; d) complete evaluations of Teacher Candidates' progress and submit them to the COLLEGE Faculty Supervisor, after reviewing them with the applicable Teacher Candidate; immediately inform the COLLEGE Faculty Supervisor of any concerns regarding a Teacher Candidate; f) establish time to meet and discuss with Teacher Candidate their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) supervise Teacher Candidates on a daily basis. However, if the Cooperating Teacher is absent from the Teacher Candidate's assigned classroom for any reason, a certified substitute must be assigned to the classroom. Under no circumstance can a Teacher Candidate serve as the substitute of record during the Teacher Candidate teaching experience within the Program unless a separate agreement has been negotiated in writing by the SITE and the COLLEGE.

5. Teacher Candidates must complete a Level 2 (state and national/F.B.I.) background check, at their cost, according to the pertinent requirements of the State of Florida. Fingerprinting must be done by the SITE. The SITE is responsible for clearing Teacher

Candidates based upon SITE guidelines for Teacher Candidates prior to the Teacher Candidates entering any classroom of the SITE.

V. INSURANCE

1. The COLLEGE agrees that Teacher Candidates shall assume responsibility for their own medical care and hospitalization. However, the SITE will provide Teacher Candidates with emergency care for injuries or illnesses of an acute nature incurred while on duty at a SITE location, or provide transportation to the nearest medical care facility. Teacher Candidates shall be personally responsible for any costs or expenses related to medical treatment and/or transportation to the nearest medical facility if an ambulance is required.
2. The SITE acknowledges that COLLEGE is self-insured for workers' compensation, general liability, and other coverage, with said protection being applicable to the COLLEGE's officers, employees, and agents while acting within the scope of their employment by the COLLEGE. The COLLEGE's self-insured fund and various policies are authorized pursuant to Florida Statutes and the College's District Board of Trustees. The COLLEGE agrees to maintain its self-insurance fund and excess policies for the duration of this Agreement. 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) the consent of the COLLEGE to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28. Florida Statutes.

VI. GENERAL PROVISIONS

1. Neither the SITE nor the COLLEGE will discriminate against any person because of race, color, religion, sex, veteran or marital status, national origin, or any other federally-protected class of individual, nor discriminate against any Teacher Candidate or Teacher Candidate 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 COLLEGE and the SITE and their employees, students, or agents but an Agreement by and between two independent contractors. Each Teacher Candidate within the Program is placed in a SITE location in order to receive education experience as part of the Program and duties performed by a Teacher Candidate are not performed as an employee of the SITE, but rather in fulfillment of the academic requirements of the Program and are performed under direct supervision by SITE personnel. Neither the SITE nor the COLLEGE shall have the power to bind the other party or contract in the name of the other party. All persons employed by the SITE or the COLLEGE in connection with this Agreement shall be considered employees of

that party. Teacher Candidates shall participate in the Program hereunder for the sole consideration of obtaining an educational experience.

3. The SITE shall timely notify the COLLEGE when any COLLEGE employee or student has been involved in a reported incident and the COLLEGE shall have the opportunity to participate in any ongoing investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.

4. Neither the SITE nor its employees shall be entitled to compensation from the COLLEGE for services or actions which benefit the COLLEGE, but which are part of, or are related to the Program or the terms of this Agreement.

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 referenced herein. Except as may otherwise be expressly set forth in this Agreement, neither COLLEGE nor SITE make any representations, warranties, covenants, or undertakings of any kind, expressed or implied.

6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications, or alterations to this Agreement shall be effective only if they are made in writing and signed by both parties hereto. 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 the waiver is in writing and signed by the party alleged to have waived the breach.

8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, disregarding such unenforceable or invalid provision.

9. This Agreement is not intended to create any rights or interest for any other person or entity other than the SITE or the COLLEGE.

10. 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.

11. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific Teacher Candidate data to anyone other than the COLLEGE. The COLLEGE agrees, upon a reasonable request by the SITE, to provide guidance to the SITE with respect to complying with FERPA.

12. The parties hereto acknowledge and agree that COLLEGE and SITE are each a political subdivision of the State of Florida. As such, the COLLEGE's and SITE'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 the College's Rules which are applicable to the COLLEGE'S operations, commitments and/or activities, relevant to this Agreement and SITE's rules applicable to the SITE's operations relevant to this Agreement. The parties acknowledge that the COLLEGE's and/or SITE's performance under this Agreement is subject to the provisions and limitations of Section 762.28, Florida Statutes, the provisions and limitations of which are not waived, altered, or expanded by anything herein. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to each party under the laws of the State of Florida, (ii) the consent of the COLLEGE and/or SITE to be sued; or (iii) a waiver of sovereign immunity of the COLLEGE and/or SITE beyond the waiver provided in Section 768.28, F.S. As COLLEGE and SITE are political subdivisions of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues.

13. Both parties acknowledge and agree that as political subdivisions of the State of Florida, they are subject to the provisions of Chapter 119, *Florida Statutes*, regarding public access to records. The parties agree to comply with the applicable Florida Statutes as it relates the maintenance, generation and provision of access to all public records related to this Agreement.

14. The parties agree to keep a current written record of the specific SITES where Teacher Candidates are actually placed.

VII. DISPUTES RESOLUTION

1. The parties agree to periodically review and discuss the operation of the Agreement to ensure that each party's objectives hereunder are being satisfied. The parties shall confer as otherwise necessary to the administration of this Agreement.

2. In cases of conflict between a Teacher Candidate and a Cooperating Teacher that cannot be resolved, an appeal shall be made to the COLLEGE Faculty Supervisor. If resolution is not achieved, an appeal shall be made to the SITE principal or his/her designee and the COLLEGE administrator. If resolution is still not achieved, an appeal shall be made to the COLLEGE and SITE liaisons. Final resolution of conflicts, if necessary, shall be made by the SITE superintendent in consultation with the Dean of Education and Human Services or his/her designee.

VIII. TERMS; TERMINATION; NOTICE

1. This Agreement shall commence on the Effective Date and shall remain in effect for five (5) years, unless sooner 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 Teacher Candidates already enrolled in and participating in education experiences at SITE at the time of the 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 SITE.

2. 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.

If to the COLLEGE:

Name: Dr. Tara Haley
Title: Assoc Prov Baccalaureate Career Tech Ed
College/Institution: Florida State College at Jacksonville
Address: 101 West State Street
City, State Zip: Jacksonville, FL 32202

If to the SITE:

Name: Dr. Jennifer Shepard
Title: Director
Site: Clay County District Schools
Address: 900 Walnut Street
City, State Zip: Green Cove Springs, FL 32043

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date with the full intent to be bound by the provisions hereof.

COLLEGE: FLORIDA STATE COLLEGE AT JACKONVILLE

By (Signature):

Name: Dr. Tara Haley

Title: Assoc Prov Baccalaureate Career Tech Ed

Date:

9/17/2025

SITE: The School Board of Clay County, Florida

By (Signature):

Name: Erin Skipper

Title: Board Chair

Date:

9/14/2025