



School Board of Clay County

June 30, 2022 - Regular School Board Meeting

Title

C17 - Affiliation Agreement between Clay County District Schools and Florida Gateway College.

Description

This agreement is between Clay County District Schools and Florida Gateway College for FGC students to participate in internships, practicums, and observations under the direction of a certified educator in Clay County schools.

Gap Analysis

Without this agreement, interns and pre-interns cannot be placed in Clay County District Schools and would thereby prevent potential teacher candidates from choosing Clay to begin their career.

Previous Outcomes

Clay County District Schools currently has agreements with 25 Colleges/Universities, and this will be a new agreement with FGC.

Expected Outcomes

Placement of interns provides teacher candidates with real-world experiences that better prepares them for the rigors of classroom teaching. FGC is currently requesting the placement of 1 student.

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Strategy 5.1: Recruit, screen, hire, and retain top candidates that reflect the diversity of each school, our district, and community.

Recommendation

That the Clay County School Board approve the agreement between Clay County District Schools and Florida Gateway College.

Contact

Roger Dailey, Chief Academic Officer, 904.336.6904 roger.dailey@myoneclay.net

Financial Impact

\$0

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into by and between **FLORIDA GATEWAY COLLEGE** (hereinafter referred to as "COLLEGE"), a political subdivision of the State of Florida, whose address is 149 SE College Place, Lake City, Florida, 32025, and the **SCHOOL BOARD OF CLAY COUNTY** (hereinafter referred to as "SCHOOL BOARD") whose address is 900 Walnut Street; Green Cove Springs, FL 32043. COLLEGE and SCHOOL BOARD are hereinafter collectively referred to as "PARTIES."

WITNESSETH

WHEREAS, COLLEGE offers to enrolled students a degree program in the field(s) of Early Childhood AS, Early Childhood BS, Elementary Education BS, and Educator Preparation Institute; and

WHEREAS, SCHOOL BOARD and COLLEGE recognize the value and importance to the teaching profession, college teacher education programs and other professional programs, and desire that the public interest be served by ensuring a continuing source of competent and well-trained teaching professionals; and

WHEREAS, COLLEGE desires its students, hereinafter referred to as "INTERNS" to obtain teaching experience at a public SCHOOL of SCHOOL BOARD; and

WHEREAS, SCHOOL BOARD desires to provide the necessary facilities for said teaching experience in recognition of the need to educate teaching personnel, under the terms and conditions set forth hereunder in this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereby agree as follows:

I. PURPOSE

1. The purpose of this AGREEMENT is to provide educational experiences for selected COLLEGE INTERNS, which includes all students seeking field experiences under this contract. INTERNS include: Pre-Intern, any field experience prior to the intern semester, and Intern, the semester during which the COLLEGE student completes COLLEGE's professional education program in SCHOOL BOARD under the guidance of a fully certified professional, which take place at SCHOOL BOARD and in which SCHOOL BOARD will participate.
2. Field experiences may include the activities listed and defined hereunder:
 - a) Observation. INTERNS observe the classroom activities and does not interact with students.
 - b) Tutoring. INTERNS provide one-on-one instruction with SCHOOL BOARD students.
 - c) Classroom Assistant. INTERNS serve as an aide to SCHOOL BOARD teacher and/or assist SCHOOL BOARD teacher with instruction.
 - d) Small Group Instruction. INTERNS provide instruction to a subgroup of SCHOOL BOARD class.
 - e) Whole Class Instruction. INTERNS provide instruction for the entire SCHOOL BOARD class.
 - f) Other. Other field experiences acceptable to both PARTIES.
3. The term "SCHOOL" shall refer to SCHOOL BOARD programs, services, or individual educational facility locations headed by a Principal or other Program Administrator.

II. OBLIGATIONS OF THE COLLEGE

- 1. COLLEGE shall offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.**
- 2. COLLEGE shall keep all records and reports on INTERN experiences in accordance with COLLEGE policy and regulatory requirements.**
- 3. COLLEGE shall plan with SCHOOL BOARD administration, in advance, its schedule of INTERN assignments to the designated areas, including dates and numbers of INTERNS.**
- 4. COLLEGE agrees to inform INTERNS that INTERNS shall be responsible for following the rules and regulations of SCHOOL BOARD, including recognition of the confidential nature of information regarding pupils and their records.**
- 5. COLLEGE agrees to assume responsibility for the overall educational experience and grades of the INTERNS with consideration given to the Cooperating Teacher's assessment and overall evaluation of the INTERN.**
- 6. COLLEGE shall verify to SCHOOL BOARD staff that each INTERN has completed the required academic preparation prior to tentative and final placement.**
- 7. COLLEGE staff will be responsible for the coordination and implementation of the Clinical Education Program.**
- 8. COLLEGE will assign a Supervisor who will collaborate with the Cooperating Teacher and will make periodic assessment of INTERNS' progress as required. For purposes of this AGREEMENT, the term "Cooperating Teacher" shall be defined as the district school educator who is a fully certified teacher, has completed clinical educator training, and successfully demonstrated effective classroom management strategies that consistently result in improved student performance, and has been assigned to supervise INTERNS, working daily to assist in developing the professional growth of INTERNS through demonstration of the instruction in teaching skills and attitudes, and working cooperatively with COLLEGE Supervisor and /or Area Coordinator in continuing evaluation of the INTERNS.**
- 9. INTERNS shall not be considered as employees or agents of COLLEGE.**
- 10. COLLEGE shall arrange meetings with appropriate SCHOOL BOARD staff to review and evaluate the progress of internships, if needed, consistent with SCHOOL BOARD staff availability. These meetings can be used for coordination and conflict resolution.**
- 11. COLLEGE and its INTERNS shall obtain individual written approval before beginning any of the activities referred to in Section I of this AGREEMENT. Such approvals shall be in writing and approved by both PARTIES, and shall contain the signatures of all required PARTIES. COLLEGE and SCHOOL BOARD shall use a procedure for placement of INTERNS that is agreed upon by the SCHOOL BOARD Superintendent and COLLEGE President, or their respective representatives.**

III. OBLIGATIONS OF THE SCHOOL BOARD

1. SCHOOL BOARD shall maintain sole responsibility for the instruction, education, and welfare of its pupils. SCHOOL BOARD shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils and appropriate INTERNS and COLLEGE staff orientations.
2. SCHOOL BOARD agrees INTERNS assigned to it for field experiences are under the supervision, control, and responsibility of SCHOOL BOARD.
3. SCHOOL BOARD shall determine the work location and assignment of INTERNS in collaboration with COLLEGE. Every effort shall be made to develop long term working relationships between teacher education programs and individual SCHOOLS in order to provide a variety of continuous and coordinated field experiences, consistent with Florida Statutes 1004.04. These relationships may be articulated in written plans and attached to this AGREEMENT hereunder as addenda with the approval of PARTIES.
4. In consideration of the COLLEGE's responsibility for the care and safety of its pupils, SCHOOL BOARD shall retain the right, in its sole discretion, to refuse or discontinue its facilities and services to any INTERN or COLLEGE staff and to remove an INTERN or COLLEGE staff who does not continuously meet the COLLEGE's professional or other requirements or the requirements of any appropriate authority controlling and directing SCHOOL BOARD facilities and services. INTERNS shall be instructed by COLLEGE to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL BOARD representative. In the event of a threat to pupil safety, which shall be determined by SCHOOL BOARD in its sole discretion, SCHOOL shall have the right to terminate the INTERN placement action immediately and shall both verbally and in writing notify COLLEGE and the INTERN as soon thereafter as is practicable.
5. SCHOOL BOARD shall provide qualified Cooperating Teachers for INTERNS. Cooperating Teachers shall be resource persons for INTERNS and COLLEGE staff. Cooperating Teachers selected by SCHOOL BOARD will: (a) assist in orienting INTERNS to the SCHOOL, the classroom, and the pupils; (b) explain all SCHOOL BOARD district policies, rules, and regulations to INTERNS; (c) provide prompt and substantive feedback to INTERNS regarding all performance activities and interactions with SCHOOL BOARD personnel, pupils, and parents; (d) complete evaluations of INTERNS' progress and submit them to COLLEGE Supervisor, after review with the applicable INTERN; (e) immediately inform COLLEGE Supervisor of any concerns regarding an INTERN; (f) shall establish a time to regularly meet and discuss with INTERNS their activities, impressions, reflections, and suggestions for goals and areas of improvement; (g) supervise INTERNS on a daily basis – if the Cooperating Teacher is absent from the SCHOOL for any reason, a SCHOOL approved substitute shall be assigned to the classroom. Under no circumstances shall an INTERN, 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 SCHOOL BOARD and COLLEGE.
6. SCHOOL BOARD shall provide to COLLEGE and INTERNS the policies and procedures and other relevant materials necessary to allow INTERNS and COLLEGE personnel to function appropriately within the SCHOOL.
7. INTERNS assigned to SCHOOL BOARD shall follow the SCHOOL's protocols for health and safety.

8. INTERNS shall be under the direct supervision of the Cooperating Teacher during internship responsibilities. A co-teaching model will be implemented during the internship. Co-teaching is defined as: organizing classroom instruction to reduce the student-adult ratio and/or take advantage of two teachers' expertise, skills and knowledge while maintaining continuous student progress. The "solo teaching time of no less than two weeks" if required by COLLEGE program, will still be implemented but under the close supervision and direction of the Cooperating Teacher who will assure that student progress is maintained.
9. SCHOOL BOARD shall permit INTERNS access to the library facilities/curriculum laboratories available to their personnel. INTERNS may not remove materials from SCHOOL BOARD without appropriate approval.
10. SCHOOL BOARD shall keep confidential and shall not disclose to any person or entity (a) INTERN applications; (b) INTERN health records or reports; and/or (c) any INTERN records as defined in the Family Educational Rights and Privacy Act (FERPA), concerning any INTERN participating in the educational experiences provided by the SCHOOL, unless such disclosure is necessary to meet the requirements of this AGREEMENT, is authorized by the INTERN or is ordered by a court of competent jurisdiction. SCHOOL BOARD shall adopt and enforce policies and procedures necessary to protect the confidentiality of the INTERN records as defined herein or as otherwise required by law.
11. INTERNS shall not be considered employees or agents of the SCHOOL. INTERNS shall undergo a background screening pursuant to Florida Statutes 1012.32 and 1012.56, and applicable SCHOOL BOARD policies and procedures.

IV. INSURANCE

1. COLLEGE is a member of the Florida College System Risk Management Consortium (hereinafter referred to as "FCSCRM"). The FCSCRM provides COLLEGE and each of the FCSCRM "Program Participants" with the following types of insurance listed below during the entire period of this AGREEMENT and shall submit proof of maintenance prior to program participation and annually thereafter.
 - a) Commercial General Liability coverage in the amount of \$200,000.00 per occurrence and \$300,000.00 annual policy aggregate.
 - b) Student Professional Liability coverage in the amount of \$2,000,000.00 per occurrence and \$5,000,000.00 annual policy aggregate.
2. INTERNS shall be afforded the protection of law as specified in Florida Statutes 1012.39(3). COLLEGE will provide Workers Compensation Insurance for COLLEGE employees who oversee the internship process.
3. For all insurance required in the aforementioned paragraph 1(A) & 1(B), COLLEGE shall notify SCHOOL BOARD at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to SCHOOL BOARD, upon request, proof of insurance evidencing the above coverage and renewals thereof.
4. COLLEGE agrees that INTERNS shall assume personal responsibility for their own medical care and hospitalization.

V. RESOLUTION OF CONFLICT

1. PARTIES agree to periodically review and discuss the operation of the AGREEMENT to ensure that each PARTY's objectives hereunder are being satisfied. PARTIES shall confer as otherwise necessary to the administration of this AGREEMENT.
2. In cases of conflict between an INTERN and a Cooperating Teacher that cannot be resolved, an appeal shall be made to COLLEGE Supervisor. If resolution is not achieved, an appeal shall be made to the SCHOOL Principal or designee. If resolution is not achieved, an appeal shall be made to COLLEGE and SCHOOL BOARD liaisons. Final resolution of conflicts, if necessary, shall be made by the SCHOOL BOARD Superintendent in consultation with COLLEGE's President.

VI. TERM AND NOTICE

1. The term of this AGREEMENT shall be for one (1) year and shall begin on July 1, 2022 and shall end on June 30, 2023.
2. This AGREEMENT may be terminated at any time by either party hereto, with or without cause upon sixty (60) days written notice to the other party, provided that INTERNS currently enrolled in the program shall be permitted to complete the course.
3. Any notices required or permitted under this AGREEMENT by either party to the other shall be made in writing and shall be deemed given if: delivered personally, emailed (read receipt requested), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the PARTIES at the following addresses (or at such other address for a party as shall be specified by like notice):

If to COLLEGE:

Director of Procurement and Contracts
Florida Gateway College
149 SE College Place
Lake City, Florida 32025

If to SCHOOL BOARD:

Superintendent
School Board of Clay County
900 Walnut Street
Green Cove Springs, FL 32043

VII. GENERAL PROVISIONS

1. PARTIES agree that neither SCHOOL BOARD nor COLLEGE shall on the basis of gender, marital status, race, religion, national origin, age, or disability pursuant to law as set forth in the Americans with Disabilities Act (ADA), be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law.
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 COLLEGE and SCHOOL BOARD and their employees, INTERNS, or agents, but rather is an agreement by and among the two independent contractors. Each INTERN is placed with SCHOOL BOARD in order to receive educational experience as part of the academic curriculum; duties performed by an INTERN are

not performed as an employee of SCHOOL BOARD but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL BOARD personnel. Neither PARTY shall have the power or authority to bind the other in any promise, agreement nor representation other than as specifically provided for in this AGREEMENT. To the extent allowed under state law, neither SCHOOL BOARD nor COLLEGE is required to provide workers' compensation coverage for the INTERNS participating in the educational experience. COLLEGE acknowledges that nothing in this AGREEMENT shall be construed to confer any right upon COLLEGE or COLLEGE personnel to participate in, control, or direct operations at the SCHOOL. PARTIES shall carry all necessary and appropriate insurance for itself, its employees and agents.

3. COLLEGE and SCHOOL BOARD shall require that each INTERN be fingerprinted in accordance with Florida law and SCHOOL BOARD policies and procedures, and that results of background screens be known to SCHOOL BOARD prior to placement of the INTERN in a district SCHOOL; pursuant to Florida law, no INTERN who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be placed into a public SCHOOL. SCHOOL BOARD reserves the authority to remove from the SCHOOL grounds and suspend SCHOOL access to any INTERN charged with any disqualifying offense until the completion of the INTERN's case disposition.
4. Either PARTY may require that each COLLEGE Supervisor be fingerprinted in accordance with Florida law and SCHOOL BOARD policies and procedures, and that results of background screenings be known to SCHOOL BOARD prior to supervision of an INTERN in a district SCHOOL; pursuant to Florida law, no COLLEGE Supervisor who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be permitted entry into a public SCHOOL. SCHOOL BOARD reserves the authority to remove from the SCHOOL grounds and suspend SCHOOL access to any COLLEGE Supervisor charged with any disqualifying offense until the completion of COLLEGE Supervisor's case disposition.
5. SCHOOL BOARD shall timely notify COLLEGE when any COLLEGE employee or INTERN has been involved in a reported incident and COLLEGE 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 as allowed under Florida law.
6. SCHOOL BOARD and its employees shall not be entitled to compensation from COLLEGE for services or actions of benefit to COLLEGE which are part of or related to this educational program.
7. 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, whether oral or written, pertaining to the referenced subject matter.
8. Modifications or amendments of provisions of this AGREEMENT shall only be valid when they have been reduced to writing and duly signed by all PARTIES observing all the formalities of the original AGREEMENT, with the exception of COLLEGE and SCHOOL BOARD contacts identified in Section VI, of this AGREEMENT. Changes to the contacts will be provided to the other party in writing and a copy of the written notification shall be maintained in the official AGREEMENT file.
9. No waiver or breach of any term or provision of this AGREEMENT shall operate, or be construed to constitute, nor shall be, a waiver of any other breach of this AGREEMENT. All remedies, either under this AGREEMENT, or by law or otherwise afforded, will be cumulative and alternative. All

waivers to be effective shall be in writing and signed by a duly authorized officer of the waiving PARTY.

10. If any provision of the AGREEMENT is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the PARTIES under this AGREEMENT will not be materially and adversely affected thereby, such provision will be fully severable; this AGREEMENT will be construed and enforced as if such illegal, invalid or unenforceable provision had never complied a part hereof; the remaining provisions of the AGREEMENT will remain in full force and effect will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this AGREEMENT a legal, valid and enforceable provision similar to the such illegal, invalid or unenforceable provision.
11. This AGREEMENT is not intended to create any rights or interests for any other person or entity other than SCHOOL BOARD or COLLEGE.
12. Each PARTY to 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.
13. Each PARTY to this AGREEMENT agrees to comply with all applicable federal, state and local laws, rules and regulations (hereinafter referred to as "LAWS"). In the event of a conflict, the LAWS shall take precedent over any provision of the AGREEMENT.
14. This AGREEMENT is governed by and shall be, construed according to the LAWS of the State of Florida. Venue for any litigation arising out of or in connection with this AGREEMENT shall be in a court of law located in Columbia County, Florida.
15. COLLEGE and district supervisors shall have required training pursuant to Florida Statutes 1004.04(5).
16. Subject to provisions herein to the contrary, this AGREEMENT shall inure to the benefit of and be binding upon the PARTIES hereto and their respective legal representatives, successors and permitted assigns. No PARTY may assign this AGREEMENT without the prior written consent of the other PARTY, the consent of which shall be given at the PARTY's sole discretion.
17. The paragraph headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision to this AGREEMENT.
18. No default, delay or failure to perform on the part of either PARTY shall be considered chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either PARTY's reasonable control including, but not limited to, strikes, lockouts, or inaction of governmental authorities, epidemics, war, embargoes, fire, earthquakes, acts of God, default of common carrier.

This AGREEMENT and all attachments and exhibits named herein that are attached hereto and incorporated by reference, represents the entire AGREEMENT of the PARTIES. Any alterations, variations, changes, modifications, or waivers of provisions of this AGREEMENT shall only be valid when they have been reduced to writing, duly signed by each of the PARTIES hereto, and attached to the original of this AGREEMENT, unless otherwise provided herein.

SCHOOL BOARD OF CLAY COUNTY

FLORIDA GATEWAY COLLEGE

David S. Brasler
Superintendent

Lawrence Barrett
President

David S. Brasler
Printed Name

Dr. Lawrence Barrett
Printed Name

6/30/22
Date

7/7/22
Date

Ashley Gilhouse for Mary Bolla
Chairperson, School Board

Chairperson, Board of Trustees

Mary Bolla
Printed Name

Printed Name

6/30/22
Date

Date

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES