

St. Johns River State College and the Clay County Public Schools Field and Clinical Experiences Agreement

THIS AGREEMENT entered into by and between ST. JOHNS RIVER STATE COLLEGE, whose address is 5001 St. Johns Avenue, Palatka, Florida 32177, hereinafter referred to as the COLLEGE and THE SCHOOL BOARD OF CLAY COUNTY, Florida, whose address is 900 Walnut Street, Green Cove Springs, Palatka, FL 32043, hereinafter referred to as the SCHOOL BOARD, effective as of the last date signed.

St. Johns River State College's Department of Education and its programs are committed to preparing educators that impact the lives of adults and children. An important component of this preparation is field and clinical experiences. These experiences provide students the opportunity to apply the knowledge and skills developed from coursework in actual classroom settings. The Internship Handbook, Field 1 and Field 2 Instructional Packets, and course syllabi delineate the roles and responsibilities of the students in various field and clinical experiences. In addition the responsibilities of the directing teachers (school based personnel that host college students) and college supervisors (college based personnel that serve as supervisors) are outlined.

These field /clinical experiences can only be provided via the partnership and participation of school districts and school based personnel. In these schools, under the supervision of clinically trained teachers identified by their administration as having demonstrated successful classroom management skills, candidates learn to integrate, apply, and assess their skills in practice and in relation to student learning. Field experiences and the internship experience are essential to the development of effective educators.

Partner schools and the college both benefit from field experience and intern placements. Many schools use these experiences as an effective recruitment tool to attract fully qualified beginning teachers. Students, college supervisors, and directing teachers focus on the teacher candidate's ability to have a positive impact on student learning. Many teacher candidates bring new techniques, perspectives, and technological expertise to share with practicing school faculty. Teacher candidates and college supervisors benefit from working with quality practicing professionals who demonstrate insight and techniques that can be incorporated into college courses.

I) PURPOSE

- 1) The purpose of this Agreement is to provide educational experiences for selected COLLEGE students, hereinafter referred to as "INTERNS" which includes all students seeking field experiences under this contract. INTERNS includes PRE-INTERN, any field experience done prior to the final internship, and INTERN, the culminating clinical experience during which the COLLEGE student completes the COLLEGE'S professional education program in a SCHOOL under the guidance of a fully certified professional and a COLLEGE assigned college supervisor, which take place at the SCHOOL and in which the SCHOOL will participate.
- 2) Field/clinical experiences may include the activities listed and defined below:
 - OBSERVATION: the COLLEGE student observes the classroom activities and does not interact with students.
 - TUTORING: the COLLEGE student provides one-on-one instruction with SCHOOL students.
 - CLASSROOM ASSISTANT: the COLLEGE student serves as an aide to the SCHOOL teacher and/or assists the SCHOOL teacher with instruction.
 - SMALL GROUP INSTRUCTION: the COLLEGE student provides instruction to a subgroup of the SCHOOL class.
 - WHOLE CLASS INSTRUCTION: the COLLEGE student provides instruction for the entire SCHOOL class.
 - INTERN: the COLLEGE student completes the final semester of his/her professional program and assumes, in a progressive manner, the normal duties of the SCHOOL Supervising Professional to whom he/she is assigned.
 - OTHER: Other field experiences acceptable to both parties.
- 3) The term "school" shall refer to SCHOOL programs, services, or individual locations headed by a principal or other program administrator.

II) OBLIGATIONS OF THE COLLEGE

- 1) The 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) The COLLEGE shall keep all records and reports on INTERN experiences in accordance with COLLEGE policy and regulatory requirements.
- 3) The COLLEGE shall plan with the SCHOOL administration, in advance, its schedule of INTERN assignments to the designated areas, including dates and numbers of INTERNS.
- 4) The COLLEGE agrees to inform INTERNS that INTERNS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
- 5) The COLLEGE agrees to assume responsibility for the overall educational experience and grades of the INTERNS with consideration given to the DIRECTING TEACHER'S assessment and overall evaluation of the INTERN.
- 6) The COLLEGE shall verify to the SCHOOL staff that each INTERN has completed the required academic preparation prior to tentative and final placement.
- 7) The COLLEGE staff will be responsible for the coordination and implementation of field/clinical experiences.
- 8) The COLLEGE will assign a COLLEGE SUPERVISOR who will collaborate with the DIRECTING TEACHER and will make periodic assessment of the INTERN's progress as required. For purposes of this AGREEMENT, the term "Directing Teacher" shall be defined as the district school educator who is a fully certified teacher, has ESOL credentials (if applicable), has completed clinical educator training, has a minimum of three years of successful classroom teaching and successfully demonstrated effective classroom management and instructional strategies that consistently result in improved student performance, and has been assigned to supervise the INTERN, working daily to assist in developing the professional growth of the INTERN through demonstration of and instruction in teaching skills and attitudes, and working cooperatively with the UNIVERSITY SUPERVISOR in continuing evaluation of the INTERN.
- 9) INTERNS shall not be considered as employees or agents of the COLLEGE.
- 10) The COLLEGE shall arrange meetings with appropriate SCHOOL staff to review and evaluate the progress of internships, if needed, consistent with SCHOOL staff availability. These meetings can be used for coordination and conflict resolution.

- 11) The COLLEGE shall advise its INTERNS and COLLEGE staff of the requirement to attend INTERN and COLLEGE orientation(s) and seminars scheduled at the start of the college semester to acquaint the INTERNS and COLLEGE staff with the Florida Department of Education's Code of Ethics and Principles of Professional Conduct.
- 12) The COLLEGE and its INTERNS shall obtain individual written approval before beginning any of the activities referred to in Section I of this contract. Such written approvals shall be on forms approved by both parties and shall contain the signatures of all parties required by the form(s). The COLLEGE and SCHOOL shall use a procedure for placement of INTERNS agreed upon by the SCHOOL Superintendent, the COLLEGE President, or their respective representatives.

III) OBLIGATIONS OF THE SCHOOL

- 1) The SCHOOL shall maintain sole responsibility for the instruction, education, and welfare of its pupils. The SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
- 2) The SCHOOL agrees that INTERNS assigned to it for field or clinical experiences are under the supervision, control, and responsibility of the SCHOOL and COLLEGE.
- 3) The SCHOOL shall determine the work location and assignment of the INTERNS in collaboration with the 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.
- 4) In consideration of the SCHOOL'S responsibility for the care and safety of its pupils, the SCHOOL shall retain the right, in its sole discretion, to refuse or discontinue the use of its facilities and services to any INTERN or COLLEGE staff and to remove an INTERN or COLLEGE staff who does not continuously meet the SCHOOL'S professional or other requirements or the requirements of any appropriate authority controlling and directing SCHOOL facilities and services. INTERNS shall be instructed by the COLLEGE to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative. In the event of any inappropriate actions by the INTERNS, SCHOOL staff will notify the COLLEGE staff in a timely manner in order that appropriate action may be taken by the COLLEGE. In the event of threat to pupil safety, which shall be determined by the SCHOOL in its sole discretion, the SCHOOL shall have the right to terminate the intern placement at that SCHOOL immediately and shall both

verbally and in writing notify the COLLEGE and the INTERN as soon thereafter as is practicable.

- 5) The SCHOOL shall provide qualified DIRECTING TEACHERS for INTERNS pursuant to §1004.04(6) b, Florida Statutes. DIRECTING TEACHERS shall be resource persons for INTERNS and COLLEGE staff. DIRECTING TEACHERS selected by the SCHOOL will: (a) assist in orienting INTERNS to the school, the classroom, and the pupils; (b) explain all school and district policies, rules, and regulations to INTERNS; (c) provide prompt and substantive feedback to INTERNS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; (d) complete evaluations of INTERNS' progress and submit them to the College Supervisor, after reviewing them with the applicable INTERN; (e) immediately inform the College Supervisor of any concerns regarding an INTERN; (f) establish a time to regularly meet and discuss with INTERNS their activities, impressions, reflections, and suggestions for goals and areas for improvement; (g) supervise INTERNS on a daily basis – if the DIRECTING 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 INTERNSHIP teaching experience.
- 6) The SCHOOL shall provide the 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 the SCHOOL shall follow the SCHOOL's protocols for health and safety.
- 8) INTERNS shall be under the direct supervision of the DIRECTING TEACHER during internship responsibilities. A co-teaching model may 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," if required by the college program, will still be implemented but under the close supervision and direction of the DIRECTING TEACHER who will assure that student progress is maintained.
- 9) The SCHOOL shall permit INTERNS access to the library facilities/curriculum laboratories available to their personnel. INTERNS may not remove materials from the SCHOOL without appropriate approval.

- 10) The SCHOOL 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, 20 U.S.C. § 123G, 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. The SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of 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 § 1012.32, 1012.56, Florida Statutes, and applicable SCHOOL policies and procedures.

IV) INDEMNIFICATION

- 1) Each party shall be liable for (a) material breach of any provision of the Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Party or any employee, agent, or other representative of the Party. Interns are not an employee, agent, or representative of the COLLEGE.
- 2) Nothing in this indemnification section waives or modifies the limitation of liability in Section 768.28, Florida Statutes, which limits are hereby deemed applicable to this agreement.

V) INSURANCE

- 1) The COLLEGE agrees that the INTERNS shall assume personal responsibility for their own medical care and hospitalization.
- 2) The COLLEGE shall advise INTERNS that they may obtain professional liability insurance coverage of not less than \$1,000,000 per occurrence as assurance of accountability for any such loss, claims, liabilities, or expenses.
- 3) INTERNS shall be afforded the protection of law as specified by § 1012.39 (3), Florida Statutes. As to the COLLEGE employees who oversee the internship process, the COLLEGE will provide Workers Compensation Insurance.

- 4) Upon written request, a party shall provide the other party with a certificate evidencing insurance coverage mentioned in this section of this contract.

VI) GENERAL PROVISIONS

- 1) The Parties agree that neither the SCHOOL nor the COLLEGE shall on the basis of gender, ethnicity, color, sex, sexual orientation, gender identity, genetic information, veterans status, 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 the COLLEGE and the SCHOOL and their employees, INTERNS, or agents, but rather is an AGREEMENT by and among the two independent contractors. Each INTERN is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by an INTERN are not performed as an employee of the SCHOOL but rather in fulfillment of academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the COLLEGE is required to provide workers' compensation coverage for the INTERNS participating in the educational experience. The COLLEGE acknowledges that nothing in this AGREEMENT shall be construed to confer any right upon the COLLEGE or COLLEGE personnel to participate in, control, or direct operations at the SCHOOL.
- 3) The COLLEGE and the SCHOOL shall advise each INTERN of the fingerprinting requirement in accordance with the Florida law and SCHOOL policies and procedures, and results of background screenings shall be known to the SCHOOL prior to placement of the INTERN in a district school; pursuant to Florida Law, §435.04, 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. The SCHOOL 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) The COLLEGE and the SCHOOL shall advise each COLLEGE SUPERVISOR of the fingerprinting requirement in accordance with Florida law and SCHOOL policies and procedures, and the results of background screenings shall be known to the SCHOOL 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. The SCHOOL 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 the COLLEGE SUPERVISOR'S case disposition.
- 5) The SCHOOL shall timely notify the COLLEGE when any COLLEGE employee or INTERN has been involved in a reported incident and the 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) The SCHOOL and its employees shall not be entitled to compensation from the COLLEGE for services or actions of benefit to the COLLEGE which are part of or related to the education 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 pertaining to the referenced subject matter.
- 8) Amendments to the AGREEMENT may be made at any time, provided, however, that any amendments, modification, or alterations shall be made only in writing and shall become effective only upon the written approval of both the COLLEGE and the SCHOOL. Further, this AGREEMENT may not be assigned by either party without prior written approval of the other party.
- 9) No waiver or breach of any term or provision of the AGREEMENT shall operate, or be construed to constitute, nor shall be, a waiver of any other breach of the 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 and 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 the 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 the SCHOOL or the 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 (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.
- 15) COLLEGE and district supervisors shall have required training pursuant to § 1004.04 (6), Florida Statutes.

VII) RESOLUTION OF CONFLICT

- 1) The Parties agree to periodically review and discuss the operation of the AGREEMENT to insure 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 an INTERN and a DIRECTING TEACHER that cannot be resolved, an appeal shall be made to the COLLEGE SUPERVISOR. If resolution is not achieved, an appeal shall be made to the school principal or designee and the COLLEGE Dean of Teacher Education. If resolution is not achieved, an appeal shall be made to the

COLLEGE and SCHOOL liaisons. Final resolution of conflicts, if necessary, shall be made by the school superintendent in consultation with the appropriate college Vice President.

VIII) TERM AND NOTICE

- 1) The TERM OF THIS AGREEMENT shall be from the date hereof and from fiscal year to fiscal year thereafter, upon the approval of the Clay County School Board, except that either Party hereto may terminate this AGREEMENT effective on the next expiration date thereof by giving written notice to the other Party no later than sixty (60) days prior to said expiration date. Any notices required or permitted under this AGREEMENT shall be served by personal delivery, overnight air express, or certified United States mail, return receipt requested at the addresses set forth on the first page of this AGREEMENT. Notice shall be deemed to be given either (a) upon actual receipt, if notice is by personal delivery or by overnight express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. 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 permittee 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. This AGREEMENT sets for the ENTIRE AGREEMENT and the understanding of the Parties as to the matters contained herein. This AGREEMENT is entered into voluntarily by the signatories to this AGREEMENT. IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the last date subscribed below.



St. Johns River State College
Joe Pickens, President

8/25/15

Date

THE SCHOOL BOARD OF CLAY COUNTY

Date