



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/794-2221 Fax: 813/794-2111
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June 7, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

SUBJECT: Florida State University Student Teaching Agreement

Attached please find a negotiated contract with Florida State University for a student teaching agreement. The Department of Human Resources has requested in the contract to enable the District to host interns in our schools.

There is no cost to the District for this contract, which has been reviewed and approved by Ms. Nancy Alfonso, Board Attorney. The District is permitted to negotiate contracts of this nature per Florida Administrative Rule 6A-1.012(11)(a).

Should you have any questions or concerns, please contact Dr. Renee Sedlack, Director of Human Resources, or me at your earliest convenience.

KDG/az
Attachments

Date/Time: June 1, 2011 09:50:00



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

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Department of Human Resources
Dr. Renee Sedlack, Director
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727/774-2355 TDD: 813/794-2484
352/524-2355

May 13, 2011

TO: Kendra Goodman, Director of Purchasing
FROM: Dr. Renee Sedlack, Director of Human Resources *RL*
RE: Florida State University Student Teaching Agreement

The Student Teaching Agreement between Florida State University and the District School Board of Pasco County Schools has been entered at no cost to the district. The District will host final interns in its schools.

Florida State University is accredited by the Southern Association of Colleges and Schools (SACS), and FSU's Certificate in Financial Planning Program is registered with CFP Board in Washington, DC.



RECEIVED
5-3-11 Dam



THE FLORIDA STATE UNIVERSITY
COLLEGE OF EDUCATION
Office of Academic Services and Intern Support

**The Florida State University College of Education
Pasco County Public Schools
Early Field Experience and Student Teaching Agreement**

THIS AGREEMENT entered into by and between THE FLORIDA STATE UNIVERSITY, acting for and on behalf the FSU Board of Trustees, whose address is 211 Wescott, Tallahassee, Florida, 32306, hereinafter referred to as the UNIVERSITY and THE PASCO COUNTY SCHOOL BOARD OF PASCO COUNTY, Florida, whose address is 7227 Land O' Lakes Boulevard, Land O' Lakes, Florida, 34638, hereinafter referred to as the SCHOOL BOARD, effective as of the last date signed.

WITNESSETH

The Florida State University Professional Education Unit and its programs are committed to preparing Educational Leaders. An important component of this preparation is field experience and student teaching. These experiences provide students the opportunity to synthesize and apply theoretical knowledge from coursework in real, planned, and professional settings. The Handbook for Field Experience and The Handbook for Student Teaching are the unit-wide documents that outline the responsibilities of students, university supervisors and cooperating teachers. These experiences can be provided only with the partnership and participation of school districts and teachers. 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. The field experience and student teaching experience are essential to the dynamic development of Educational Leaders both on campus and in the schools. Partner schools and the university 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, university supervisors and supervising teachers as a group focus on the students' ability to have a positive impact on student learning. Many students bring new techniques, perspectives and technological expertise to share with current faculty. Students and university supervisors benefit from working with quality practicing professionals who demonstrate insight and techniques that FSU programs can incorporate into their teacher preparation.

CONTRACT REVIEWED
AND APPROVED
Kdy 5/9/11

I. PURPOSE

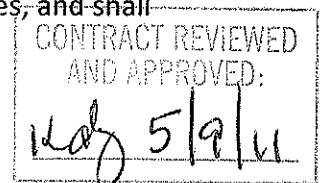
1. The purpose of this Agreement is to provide educational experiences for selected UNIVERSITY students, hereinafter referred to as "INTERNS," which includes all students seeking field experiences under this contract. INTERNS includes PRE-INTERN, any field experience prior to the intern semester, and INTERN, the semester during which the UNIVERSITY student completes the UNIVERSITY'S professional education program in a SCHOOL under the guidance of a fully certified professional, which take place at the SCHOOL and in which the SCHOOL will participate.
2. Field experiences may include the activities listed and defined below:
 - OBSERVATION: the UNIVERSITY student observes the classroom activities and does not interact with students.
 - TUTORING: the UNIVERSITY student provides one-on-one instruction with SCHOOL students.
 - CLASSROOM ASSISTANT: the UNIVERSITY student serves as an aide to the SCHOOL teacher and/or assists the SCHOOL teacher with instruction.
 - SMALL GROUP INSTRUCTION: the UNIVERSITY student provides instruction to a subgroup of the SCHOOL class.
 - WHOLE CLASS INSTRUCTION: the UNIVERSITY student provides instruction for the entire SCHOOL class.
 - INTERN: the UNIVERSITY 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 UNIVERSITY

1. The UNIVERSITY 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 UNIVERSITY shall keep all records and reports on INTERN experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY shall plan with the SCHOOL administration, in advance, its schedule of INTERN assignments to the designated areas, including dates and numbers of INTERNS.



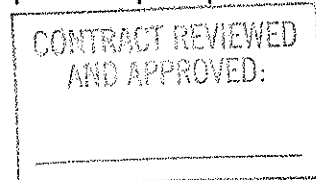
4. The UNIVERSITY agrees to inform INTERNS that INTERNS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY agrees to assume responsibility for the overall educational experience and grades of the INTERNS with consideration given to the COOPERATING TEACHER'S assessment and overall evaluation of the INTERN.
6. The UNIVERSITY shall verify to the SCHOOL staff that each INTERN has completed the required academic preparation prior to tentative and final placement.
7. UNIVERSITY staff will be responsible for the coordination and implementation of the Clinical Education Program.
8. The UNIVERSITY will assign a UNIVERSITY 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 ESOL credentials (if applicable), 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 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 and/or AREA COORDINATOR in continuing evaluation of the INTERN.
9. INTERNS shall not be considered as employees or agents of the UNIVERSITY.
10. The UNIVERSITY 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 UNIVERSITY shall advise its INTERNS and UNIVERSITY staff of the requirement to attend INTERN and UNIVERSITY orientation(s) scheduled prior to the first day of the university semester to acquaint the INTERNS and UNIVERSITY staff with the Florida Department of Education's Code of Ethics and Principles of Professional Conduct.
12. The UNIVERSITY 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 UNIVERSITY and SCHOOL shall use a procedure for placement of INTERNS that is agreed upon by the SCHOOL Superintendent and the UNIVERSITY Provost, or their respective representatives.

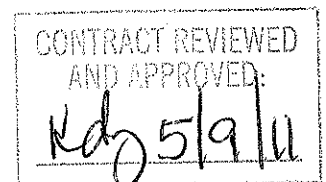
III. OBLIGATIONS OF THE SCHOOL

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.
3. The SCHOOL shall determine the work location and assignment of INTERNS in collaboration with the UNIVERSITY. 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 § 1004.04(6)(d). These relationships may be articulated in written plans and attached to this agreement as addenda with the approval of both parties.
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 its facilities and services to any INTERN or UNIVERSITY staff and to remove an INTERN or UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY staff timely in order that appropriate action may be taken by the UNIVERSITY. In the event of a 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 action immediately and shall both verbally and in writing notify the UNIVERSITY and the INTERN as soon thereafter as is practicable.
5. The SCHOOL shall provide qualified COOPERATING TEACHERS for INTERNS pursuant to §1004.04(6)(b), Florida Statutes. COOPERATING TEACHERS shall be resource persons for INTERNS and UNIVERSITY staff. COOPERATING 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 University Supervisor, after reviewing them with the applicable INTERN; (e) immediately inform the University 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 from 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 the SCHOOL and the UNIVERSITY.

6. The SCHOOL shall provide to the UNIVERSITY and INTERNS the policies and procedures and other relevant materials necessary to allow INTERNS and UNIVERSITY 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 COOPERATING 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 of no less than two weeks" if required by the university 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. 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

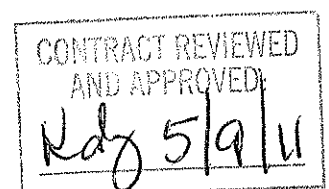
1. Each party shall be liable for (a) material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Party or any employee, agent, or other representative of the Party. Interns are not an employee, agent or representative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

V. INSURANCE

1. The UNIVERSITY agrees that the INTERNS shall assume personal responsibility for their own medical care and hospitalization.
2. The UNIVERSITY shall advise INTERNS that they are required to obtain and maintain for the duration of their internship experience, as a minimum, 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, Florida Statutes. As to the UNIVERSITY employees who oversee the internship process, the UNIVERSITY 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 UNIVERSITY 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 the UNIVERSITY 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 the 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 UNIVERSITY is required to provide workers' compensation coverage for the INTERNS participating in the educational experience. The UNIVERSITY acknowledges that nothing in this AGREEMENT shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.

3. The UNIVERSITY and the SCHOOL shall advise each INTERN of the fingerprinting requirement in accordance with Florida law and SCHOOL policies and procedures, and that results of background screenings 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 UNIVERSITY and the SCHOOL shall advise each UNIVERSITY SUPERVISOR of the fingerprinting requirement in accordance with Florida law and SCHOOL policies and procedures, and that results of background screenings be known to the SCHOOL prior to supervision of an INTERN in a district school; pursuant to Florida law, no UNIVERSITY 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 UNIVERISTY SUPERVISOR charged with any disqualifying offense until the completion of the UNIVERSITY SUPERVISOR'S case disposition.



5. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or INTERN has been involved in a reported incident and the UNIVERSITY 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 UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program; however, as a professional courtesy, the COOPERATING TEACHER may be entitled to receive a Certificate of Participation (waiver-of-fee privileges) for serving as a COOPERATING TEACHER.
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 this 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 UNIVERSITY 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 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.



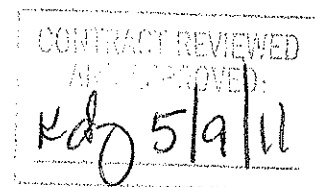
11. This AGREEMENT is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the UNIVERSITY.
12. Each party to this Agreement represents and warrants that (i) It has the full power and authority to enter into this Agreement and to carry out the transactions 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. UNIVERSITY 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 COOPERATING TEACHER that cannot be resolved, an appeal shall be made to the UNIVERSITY 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 the UNIVERSITY and SCHOOL liaisons. Final resolution of conflicts, if necessary, shall be made by the school superintendent in consultation with the Dean of the College of Education.

VIII. TERM AND NOTICE

1. The TERM OF THIS AGREEMENT shall be from the date hereof through June 30, 2011, and from fiscal year to fiscal year thereafter, upon the approval of Pasco 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.



2. 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.
3. 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.
4. This AGREEMENT sets for the ENTIRE AGREEMENT and the understanding of the Parties as to the matters contained herein.
5. 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.

THE FLORIDA STATE UNIVERSITY:

THE SCHOOL BOARD OF PASCO COUNTY:

Joanne Hurley, Board Chair

 Marcy P. Driscoll, Dean, College of Education
 The Florida State University
 Acting for and on behalf of its Board of Trustees

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 University Counsel

 Attorney for the School Board

 Date

5/12/11

 Date

CONTRACT REVIEWED
 AND APPROVED:
 May 5/9/11