

Valdosta State University

Valdosta State University and Leon County School Board Field Experience Agreement

This Affiliation Agreement, made and entered this 28th day of April 2015, by and between Valdosta State University (hereinafter UNIVERSITY), whose address is 1500 N. Patterson St., Valdosta, GA 31698, and Leon County School Board, Florida, whose address is 2757 West Pensacola Street, Tallahassee, Florida, 32304, an entity domiciled in the State of Florida, hereinafter referred to as the "Board" or the "DISTRICT."

The Board and the UNIVERSITY recognize the value and importance of the teaching profession, UNIVERSITY 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 professionals who support the education of our students. Therefore, the Parties hereto agree as follows:

I. PURPOSE AND DEFINITIONS

1. The purpose of this Agreement is to provide educational experiences for selected UNIVERSITY students, hereinafter referred to as "INTERNS".
2. INTERNS shall include all students seeking field experiences under this contract, including internship (often conducted the last semester in a student's academic program, during which the UNIVERSITY student completes the UNIVERSITY'S professional program under the guidance of a fully certified DISTRICT professional ("COOPERATING PROFESSIONAL"); pre-internship (any field experience prior to the internship semester); and any other field experience, observation, or research, which takes place in a DISTRICT facility and in which the DISTRICT participates. INTERNS are not employees, representatives or agents of the UNIVERSITY.
3. COOPERATING PROFESSIONAL shall be any DISTRICT professional who cooperates with, mentors, or assumes responsibility for any INTERN for the purpose of providing field experience according to this Agreement.
Unless otherwise agreed, COOPERATING PROFESSIONALS who provide feedback on Intern performance shall have completed Florida's Clinical Education Training, and shall be fully certified in, and have successfully demonstrated competencies in their area of assignment. When appropriate to the UNIVERSITY program, COOPERATING PROFESSIONALS will supervise the INTERN, work to assist in developing the professional growth of the INTERN through demonstration of and instruction in skills and attitudes, and work cooperatively with the UNIVERSITY SUPERVISOR in continuing evaluation of the INTERN.
4. Field experiences may include any of the activities listed and defined below:
 - OBSERVATION: the INTERN observes activities and does not interact with students or others in a manner that requires professional training, or for the purpose of receiving professional feedback on their performance from the DISTRICT.
 - TUTORING: the INTERN provides one-on-one instruction to DISTRICT students.

- ASSISTANT: the INTERN serves as an aide to a DISTRICT professional and/or assists a DISTRICT professional with planning, preparation, professional tasks, and/or instruction.
 - SMALL GROUP INSTRUCTION: the INTERN provides instruction to a subgroup of a DISTRICT class.
 - WHOLE CLASS INSTRUCTION: the INTERN provides instruction for an entire DISTRICT class under the supervision of the Cooperating Professional.
 - ASSESSMENT: The INTERN administers tests, surveys, or assessments of one or more students.
 - INTERNSHIP: the INTERN completes the final semester of his/her professional program and assumes, in a progressive manner, the normal duties of the DISTRICT COOPERATING PROFESSIONAL to whom he/she is assigned.
 - OTHER: Other field experiences acceptable to both parties, within or outside of an instructional setting, or in areas such as administration and support services.
5. The term "school" shall refer to DISTRICT programs, services, or individual locations headed by a principal or DISTRICT administrator or other DISTRICT personnel.

II. DISTRICT/UNIVERSITY COMMUNICATIONS

Each party to this AGREEMENT shall designate one employee, hereinafter referred to as the CONTRACT ADMINISTRATOR, to administer the provisions of this Agreement. No student shall be placed or have their placement changed except through the CONTRACT ADMINISTRATORS.

Except as otherwise described in this Agreement, each CONTRACT ADMINISTRATOR shall be the single official spokesperson and facilitator for their respective party for all matters pertaining to this contract. Notwithstanding, once a placement is made, INTERNS, COOPERATING PROFESSIONALS, UNIVERSITY SUPERVISORS, and other UNIVERSITY or DISTRICT personnel involved in the field experience shall communicate freely with one another as appropriate to ensure the INTERN has a successful field experience.

III. OBLIGATIONS OF THE UNIVERSITY

1. The UNIVERSITY shall offer educational programs accredited by appropriate organizations; and shall 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 inform the DISTRICT of its INTERN placement requests with sufficient advance notice to allow vetting of potential INTERNS and notification of "schools".
4. The UNIVERSITY agrees to inform INTERNS that INTERNS shall be responsible for following the rules and regulations of the DISTRICT, including recognition of the confidential nature of information regarding employees, pupils and their records.

5. The UNIVERSITY shall assume responsibility for the overall educational experience and grades of the INTERNS with consideration given to the COOPERATING PROFESSIONAL'S assessment and overall evaluation of the INTERN.
6. The UNIVERSITY verifies to the DISTRICT that each INTERN it places has completed the required academic preparation prior to final placement.
7. UNIVERSITY staff shall be responsible for the design of the INTERN course of study of which the field experience is a part, and shall provide coordination and implementation of the Clinical Education Program.
8. The UNIVERSITY shall assign a local UNIVERSITY SUPERVISOR who is knowledgeable of the INTERN course of study and who shall collaborate with the COOPERATING PROFESSIONAL. The UNIVERSITY SUPERVISOR shall visit the "school" site, and make periodic assessment of the INTERN'S progress.
9. INTERNS shall not be considered as employees or agents of the UNIVERSITY.
10. The UNIVERSITY shall require that it's INTERNS, UNIVERSITY SUPERVISORS, and involved UNIVERSITY staff be familiar with the Florida Department of Education's Code of Ethics and Principles of Professional Conduct.
11. 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 DISTRICT shall use a procedure for placement of INTERNS that is agreed upon by the DISTRICT Superintendent and the UNIVERSITY Provost, or their CONTRACT ADMINISTRATORS.
12. INTERNS and UNIVERSITY SUPERVISORS shall not be considered employees or agents of the DISTRICT. INTERNS and UNIVERSITY SUPERVISORS who visit "school" campuses shall undergo a background screening pursuant to § 1012.32, 1012.56, Florida Statutes, and applicable DISTRICT policies and procedures.

IV. OBLIGATIONS OF THE DISTRICT

1. The DISTRICT shall maintain sole responsibility for the instruction, education, and welfare of its pupils and the management of its employees, facilities and programs. The DISTRICT shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The DISTRICT agrees that INTERNS assigned to it for field or clinical experiences are under the supervision, control, and responsibility of the DISTRICT.
3. The DISTRICT shall determine the work location and assignment of INTERNS in collaboration with the UNIVERSITY. No part of this AGREEMENT shall be construed to guarantee the placement of an INTERN.

4. In consideration of the DISTRICT'S responsibility for the care and safety of its pupils, the DISTRICT 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 member who does not continuously meet the DISTRICT'S professional or other requirements or the requirements of any appropriate authority controlling and directing DISTRICT 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 DISTRICT representative. In the event of any inappropriate actions by the INTERNS, DISTRICT staff shall 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 DISTRICT in its sole discretion, the DISTRICT 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 DISTRICT shall provide qualified COOPERATING PROFESSIONALS for INTERNS pursuant to §1004.04(6) (b), Florida Statutes, or other Florida Statutes that may govern the INTERN'S program of study. COOPERATING PROFESSIONALS shall be resource persons for INTERNS and UNIVERSITY staff. COOPERATING PROFESSIONALS selected by the DISTRICT will: (a) assist in orienting INTERNS to the "school", the classroom, the pupils, and/or DISTRICT office and personnel; (b) explain all "school" and DISTRICT policies, rules, and regulations to INTERNS; (c) when appropriate, provide prompt and substantive feedback to INTERNS regarding all performance activities and interactions with DISTRICT personnel, pupils, and parents; (d) when appropriate, 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) when appropriate, 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 PROFESSIONAL is absent from the "school" for any reason, a "school" approved substitute shall be assigned to the "school" site or classroom. Under no circumstances shall an INTERN, even if he/she is certified, serve as a substitute of record during the INTERN experience unless a separate agreement has been negotiated in writing by the DISTRICT and the UNIVERSITY.
6. The DISTRICT 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 DISTRICT shall follow the DISTRICT'S protocols for health and safety.
8. INTERNS shall be under the direct supervision of the COOPERATING PROFESSIONAL during internship responsibilities. If the INTERN is gaining field experience as a classroom teacher, a co-teaching model shall 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 PROFESSIONAL who shall assure that student progress is maintained.

9. The DISTRICT shall permit INTERNS access to the library facilities/curriculum laboratories available to their personnel. INTERNS may not remove materials from the DISTRICT without appropriate approval.
10. The DISTRICT 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. § 1232G, concerning any INTERN participating in the educational experiences provided by the DISTRICT, 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 DISTRICT shall adopt and enforce policies and procedures necessary to protect the confidentiality of INTERN records as defined herein or as otherwise required by law.

V. INDEMNIFICATION

1. Each party agrees to be liable and responsible for the acts and omissions of its employees, representatives and agents when acting in the scope of their employment and/or agency.
2. The District and the UNIVERSITY further agree that nothing contained herein shall be construed or interpreted as:
 - (a) denying either party any remedy or defense available to such party under the laws of the State of Florida;
 - (b) the consent of the District or State of Florida to be sued; or
 - (c) a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28.

VI. INSURANCE

1. The UNIVERSITY agrees that the INTERNS shall assume personal responsibility for their own medical care and hospitalization. The UNIVERSITY shall keep on file for each INTERN proof of health insurance that covers the INTERN for the entire duration of the INTERN'S field experience.
2. The UNIVERSITY shall require INTERNS 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(3), Florida Statutes. As to the UNIVERSITY employees who oversee the internship process, the UNIVERSITY shall provide Workers Compensation Insurance. If the UNIVERSITY contracts with individuals to perform these services, the UNIVERSITY shall accept full responsibility for such individuals while the individuals are on DISTRICT property.
4. Upon written request, a party shall provide the other party with a certificate evidencing insurance coverage mentioned in this section of this Agreement.

VII. REPRESENTATIONS AND WARRANTIES

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.

VIII. GENERAL PROVISIONS

1. The Parties agree that, in carrying out their respective responsibilities under this Agreement, neither the DISTRICT nor the UNIVERSITY shall discriminate on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, or disability, nor deny employment, receipt of services, access to or participation in "school" activities or programs if qualified to receive such services, nor otherwise discriminate against or place anyone 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 DISTRICT and their employees, INTERNS, or agents, but rather is an AGREEMENT by and among the two independent contractors. Each INTERN is placed with the DISTRICT 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 DISTRICT but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by DISTRICT personnel. To the extent allowed under state law, neither the DISTRICT 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 DISTRICT.
3. The UNIVERSITY and the DISTRICT shall require that each INTERN be fingerprinted in accordance with Florida law and DISTRICT policies and procedures, and that results of background screenings be submitted or otherwise known to the DISTRICT 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 crime involving a level II criminal offense shall be placed into a public school. The DISTRICT 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 DISTRICT shall require that each UNIVERSITY SUPERVISOR be fingerprinted in accordance with Florida law and DISTRICT policies and procedures, and that results of background screenings be submitted or otherwise known to the DISTRICT 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 crime involving a level II criminal offense shall be permitted entry into a public school. The DISTRICT reserves the authority to remove from the "school" grounds and suspend "school" access to any

UNIVERSITY SUPERVISOR charged with any disqualifying offense until the completion of the UNIVERSITY SUPERVISOR'S case disposition.

5. The DISTRICT 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 DISTRICT 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 PROFESSIONAL may be entitled to receive a Certificate of Participation (waiver-of-fee privileges) for serving as a COOPERATING PROFESSIONAL or other small token of appreciation.
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 BOARD. 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, shall 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 shall not be materially and adversely affected thereby, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never complied a part hereof; the remaining provisions of the Agreement shall remain in full force and effect shall 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 shall 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 DISTRICT 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 precedence 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, if applicable.

IX. 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 PROFESSIONAL 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, director, or designee. If resolution is not achieved, an appeal shall be made to the UNIVERSITY and DISTRICT liaisons. Final resolution of conflicts, if necessary, shall be made by the DISTRICT Superintendent in consultation with the UNIVERSITY Dean of the UNIVERSITY attended by the INTERN, or the Provost.

X. TERM AND NOTICE

1. The TERM of this Agreement shall be from the date hereof through June 30, 2015, and from fiscal year to fiscal year thereafter, upon approval of the Leon County School Board, except that either Party hereto may terminate this Agreement by giving no less than thirty (30) days prior notice to the other Party.
2. Any notices required or permitted under this Agreement shall be served by personal delivery, overnight 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 forth 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 and each signatory has the full authority to enter into this agreement on behalf of their Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first subscribed above.

UNIVERSITY:


Hudson P. Rogers, Provost

4/13/15
Date

SCHOOL DISTRICT:


Maggie Lewis-Butler
School Board Chair or Vice Chair

4/28/15
Date

Contract Administrator at Contract Signing
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Valdosta State University is accredited by the Southern Association of Universities and Schools, Commission on Colleges (SACS/COC)
Leon County School District is accredited by AdvancEd (SACS/CASI)