



District School Board of Pasco County

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

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

813/794-2221 Fax: 813/794-2221

727/774-2221 TDD: 813/794-2484

352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

January 24, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KD 4/11/12*

RE: University of South Florida
Final Internship Affiliation Agreement

The University of South Florida conducts teacher training programs to obtain student teaching experiences. The school district is participating with the University of South Florida for Final Internship Affiliation. The District will host students in the Final Internship Program in its schools at no cost to the District. Please reference the attached memo from Melissa Musselwhite, Director of Human Resources, for further information regarding this agreement. Nancy Alfonso, District Attorney, reviewed and approved this agreement on November 17, 2011.

At this time, we respectfully request that The Board retroactively approve the attached agreement for Final Internship Affiliation with the University of South Florida. This agreement will continue through June 30, 2012.

Should you have any questions regarding this matter, please contact Melissa Musselwhite, Director of Human Resources. If you have any purchasing related questions regarding this agreement, please contact me.

KDG/vj
Attachments



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Department of Human Resources
Melissa Musselwhite, Director
813/794-2355 FAX: 813/794-2171
727/774-2355 TDD: 813/794-2484
352/524-2355

HR-11/12-DIR-MM-052

December 5, 2011

TO: Kendra Goodman, Purchasing Agent
FROM: Melissa Musselwhite, Director of Human Resources *mm*
RE: University of South Florida Student Teaching Agreement

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

University of South Florida is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (SACS).



RECEIVED

11/8/11

**Memorandum of Final Internship Affiliation Agreement
Between**

**University of South Florida
College of Education**

And

District School Board of Pasco County

This Final Internship Affiliation Agreement ("Agreement") is entered into on this 1st day of July 2011, by and between University of South Florida, Board of Trustees a public body corporate, for and on behalf of its College of Education; located at 4202 East Fowler Avenue, College of Education, STOP 105, Tampa, Florida 33620 (USF) and the District School Board of Pasco County, located at 7227 Land O' Lakes Blvd., Land O' Lakes, FL 34638 (the "District").

1. Purpose. The purpose of this Agreement is to establish the terms and conditions under which USF students ("USF Students") may participate in Final Internships at the schools located in the District.

2. USF Student Placements. The District shall accept USF Students for placement in Final Internships on the terms and conditions set forth herein.

3. Policies Governing USF Student Placements.

Placements for all Final Internship clinical field experiences will be arranged by the designated representatives of the District in collaboration with representatives of USF.

USF student applications for final internship will be submitted to the District by the appropriate USF representative according to the dates as agreed upon by the parties:

Submission of applications for final internships for Fall Semester

Submission of applications for final internships for Spring Semester

USF:

a. will inform students that under no circumstances shall they contact any District personnel to request a specific preferred placement.

b. will assign a faculty member in its College of Education to be the clinical coordinator and instructional supervisor for students placed in the District.

c. will provide the District annually with information as to the number of

CONTRACT REVIEWED
AND APPROVED:

Kdy 12-6-11



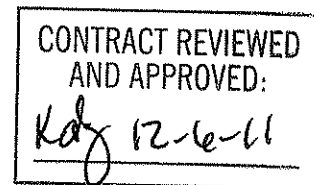
students for whom clinical experience is being requested during the ensuing year. Detailed plans will be submitted prior to each term.

- d. will observe appropriate District channels as designated by the District's representative(s) for coordinating clinical experiences.
- e. will have faculty participate in individual and/or group conferences with appropriate District faculty/staff for the purpose of discussing objectives and planning for the learning experiences and evaluating student performance.
- f. will advise the students that the District requires individuals to be covered by health insurance and the agency may request proof of insurance at any time.
- g. will have its representatives, if possible, meet at least annually with the administrators of the District for joint review of the program and progress of students placed in the District.
- h. will provide a faculty member assigned pursuant to this Agreement to make regular site visits four or more times during the period of field placement to review the student's activities and to consult with a counterpart District faculty/staff member concerning the educational experience and progress of students assigned to the District.
- i. will acquaint District personnel with the objectives and programs of the College of Education at the University.
- j. may withdraw any student whose progress, conduct, or performance in practice does not meet standards for continuation in the program, or when the District does not provide agreed upon educational experiences for student.

District will/may:

- a. not place USF student applicants for final internships in a school in which the applicant has a relative who is an employee or a student.
- b. assign students to the District for periods of time specified by University.
- c. may request the University to withdraw a student whose conduct or practice is not in accord with District policies and standards of care.

USF and the District will select and coordinate students' experiences in the District.



4. USF Responsibilities.

a. USF will provide a university supervisor for each final intern placed in a District school. Each university supervisor will meet the minimum qualifications set forth by the Florida Department of Education which presently states he/she must have one of the following:

- i. Three or more years of pre-K-12 teaching experience
- ii. Evidence of Clinical Educator Training or commensurate clinical training
- iii. A valid professional teaching certificate.

b. USF supervisors will observe, evaluate, support, and provide feedback to USF Students in field placements.

c. USF will provide to each cooperating teacher a packet of materials and information regarding policies, expectations, and responsibilities related to final internships.

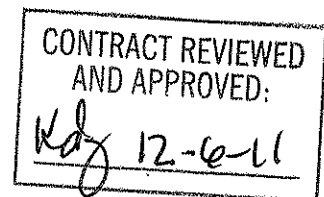
d. USF will provide USF Students with a field experience orientation in which they will be informed that they must a) abide by the policies, rules, and regulations of the placement school, b) follow the principles in the Educator's Code of Ethics and Principles of Professional Conduct, and c) recognize the confidential nature of information regarding pre-K-12 students and their records.

e. USF will ensure that USF Students placed in a District clinical field experience shall, at each USF Student's own expense, submit to and pass a fingerprint-based background check as required by Florida Statutes prior to any direct contact with District students under this Agreement and prior to entering District school grounds when students are present.

5. District Responsibilities.

a. In accordance with applicable Florida Statutes, District cooperating teachers who work with pre-service teachers in final internship field placements must meet the minimum qualification set forth by the Florida Department of Education which presently includes the following:

- i. have three years of K-12 teaching experience
- ii. have a valid teaching certificate in the assigned teaching area



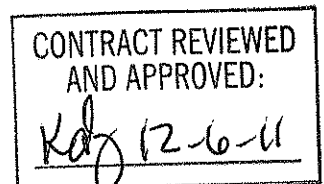
iii. have evidence of Clinical Educator Training

iv. demonstrate effective classroom management strategies that consistently result in improved student performance

b. The District school will make available to the final intern the instructional materials required in the classroom in which he/she has been assigned.

c. The District school will provide appropriate orientation for the practicum student or final intern in regard to policies, rules, and regulations for the assigned school and classroom.

d. The District school will provide the final intern appropriate feedback, timely evaluations, and scheduled meetings to discuss performance.



6. **Confidentiality.** USF and the District shall inform each USF Student of federal and state laws governing the confidentiality of District student information, including FERPA. The parties agree that any breach of confidentiality by an USF Student shall be grounds for immediate termination of the student's clinical experience.

7. **Indemnification and Hold Harmless.** As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, USF hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negative acts of any officer, employee, and agent or other representative of the District School Board of Pasco County and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.

8. **Insurance.** During the term of this Agreement, University of South Florida is insured by the Division of Risk Management to the extent of the waiver of Sovereign Indemnity. A copy of the Certificate is attached as Exhibit A.

9. **Notices.** Notices under this Agreement shall be mailed or delivered to the parties as follows:

To the District: Human Resources Office
District School Board of Pasco County
7227 Land O' Lakes Blvd.
Land O' Lakes, FL 34638

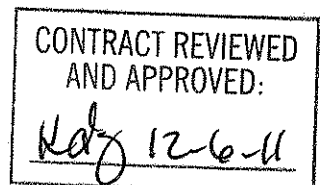
To USF: University of South Florida
Att'n Associate Dean for Educator Preparation
4202 East Fowler Avenue
STOP 105
Tampa, Florida 33620

10. **Term and Termination.** The term of this Agreement begins July 1, 2011, and ends on July 31, 2016. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement.

11. **Assignment.** The provisions of this agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.

12. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all parties.

13. **Partnership/Joint Venture/Employment.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.



14. **Nondiscrimination.** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

In witness thereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

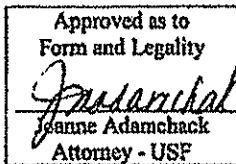
University of South Florida

By: Colleen S. Kennedy
Name: Colleen S. Kennedy
Title: Dean College of Education
"USF"

District School Board of Pasco County

By: _____
Name: _____
Title: _____
"District"

1-26-11



Kdy 12-6-11

Attachment A – UNIVERSITY OF SOUTH FLORIDA

- A) This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should UNIVERSITY OF SOUTH FLORIDA cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon UNIVERSITY OF SOUTH FLORIDA shall refund all monies (including deposits) to the School Board.

In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and UNIVERSITY OF SOUTH FLORIDA shall refund all monies (including deposits) to the School Board within thirty (30) calendar days, if a date cannot be mutually agreed upon to reschedule.

- B) As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification will be governed by the provisions of Section 768.28 (5), Florida Statutes.
- C) Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
- D) Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
- E) This contract is governed by the laws put forth by the State of Florida.
- F) UNIVERSITY OF SOUTH FLORIDA must provide a Certificate of Liability Insurance in the amount of \$500,000 listing the District School Board of Pasco County as an additional insured.

UNIVERSITY OF SOUTH FLORIDA Date


Kendra Goodman Date 12-6-11
Purchasing Agent
District School Board of Pasco County

Cost Center Signature Date

Exhibit A



CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

ALEX SINK

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: GL-10-0281

General Liability

Certificate of Coverage

Name Insured: UNIVERSITY OF SOUTH FLORIDA

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$100,000.00 each person
\$200,000.00 each occurrence

Inception Date: July 1, 2010

Expiration Date: July 1, 2011

Alex Sink

CHIEF FINANCIAL OFFICER

DFS-DO-863
(REV. 3/01)

DEPARTMENT OF FINANCIAL SERVICES

CONTRACT REVIEWED
AND APPROVED:

Kay 12-6-11