



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2112


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

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

March 19, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent 

SUBJECT: University of Tampa Student Teaching Affiliation Agreement

The Student Teaching Agreement between The University of Tampa and The District School Board of Pasco County is being presented for your approval. This contract will be at no cost to the District. The University of Tampa conducts teacher training programs to obtain student teaching experiences. The District will host teacher candidates in its schools.

Nancy Alfonso, School Board Attorney, approved the agreement on January 31, 2013. At this time, we respectfully request your approval to enter into the attached agreement.

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

MJW/vj
Attachments

Date/Time: March 13, 2013 09:10:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Human Resources and Educator Quality

Christine E. Pejot, Esq., Director

cpejot@pasco.k12.fl.us


813/ 794-2355 Fax: 813/ 794-2171

727/ 774-2355 TDD: 813/794/2484

352/ 524-2355

February 28, 2013

TO: Michael Woodall, Director of Purchasing

FROM: Christine E. Pejot, Esq., Director of Human Resources 

RE: University of Tampa Student Teaching Agreement

The Student Teaching Agreement between University of Tampa 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.

The University of Tampa is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award associate, baccalaureate and master's degrees.

Student Teaching Affiliation Agreement

This Student Teaching Affiliation Agreement ("Agreement") is entered into on this upon Board approval between University of Tampa 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 University of Tampa students may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.

2. **Student Placements.** The District shall accept University of Tampa Students for placement in Student Teaching Internships, Practicums, and Observations on the terms and conditions set forth herein.

3. **Policies Governing Student Placements.**

a. Placements for all clinical field experiences will be arranged by the designated representatives of the District in collaboration with representatives of University of Tampa. University of Tampa Student applications for final internship will be submitted to the District by the appropriate representative according to the dates as agreed upon by the parties:

Submission of applications for final internships for Fall Semester by November 1.

Submission of applications for final internships for Spring Semester by April 1.

b. Under no circumstances will University of Tampa Students be allowed to contact principals, administrators, or teachers to request a specific preferred placement.

c. University of Tampa Student applicants for college practicums or final internships cannot be placed in a school in which the applicant has a relative who is an employee or a student.

4. **College or University Responsibilities.**

a. University of Tampa will provide a university supervisor for each practicum student or final intern placed in a District school. Each university supervisor will meet the minimum qualification set forth by the Florida Department of Education which presently include the following:

- i. Three or more years of K-12 Teaching Experience
- ii. Evidence of Clinical Educator Training or commensurate clinical training
- iii. A master's degree or higher in an appropriate educational field.

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

c. University of Tampa will provide to each cooperating teacher a packet of materials and information regarding policies, expectations, and responsibilities of practicum students and final internships.

d. University of Tampa will provide University of Tampa 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 K-12 students and their records.

e. University of Tampa will ensure that University of Tampa Students placed in a District clinical field experience shall, at each University of Tampa 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 practicum or final internship field placements must meet the minimum qualification set forth by the Florida Department of Education which presently include 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

b. The District school will make available to the practicum student or 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 practicum student or final intern appropriate feedback, timely evaluations, and scheduled meetings to discuss performance.

6. **Confidentiality.** University of Tampa and the District shall inform 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 University of Tampa Student shall be grounds for immediate termination of the student's clinical experience.

7. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, University of Tampa 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 Tampa shall maintain in full force and effect commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

To the District: Michael Woodall
District School Board of Pasco County
7227 Land O' Lakes Blvd.
Land O' Lakes, FL 34638

Date: _____
To: College or University
Specific Address
Anytown, State

10. **Term and Termination.** The term of this Agreement begins April 2, 2013, and ends on July 31, 2015. 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 IS 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.

College or University, Incorporated
County

By: Warner Hunnicutt

Name: Warner Hunnicutt

Title: Coordinator of Graduate Internship

University of Tampa
401 W. Kennedy Blvd.
Tampa, FL 33606-1490

District School Board of Pasco

By: Christine Pajot

Name: Christine Pajot

Title: Director, HR & Educator Quality

"District"

Michael J. Woodall 3.1.13

Signature

Date

Michael J. Woodall, CPPO, Purchasing Agent
District School Board of Pasco County

Attachment A – University of Tampa

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 Tampa cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, University of Tampa 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 Tampa shall refund all monies (including deposits) to the School Board within thirty (30) calendar days.

B) As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, University of Tampa 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 negligent acts of any officer, employee, and agent or other representative of (vendor name) and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.

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) Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).

- a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Attachment A, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any deferral department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

The Contractor certifies, by submission and signature of this Attachment A, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2)(a).

F) Prohibition Against Contracting with Scrutinized Companies: Pursuant to Section 287.135, Florida Statute, the Contractor, by affixing its signature to this Attachment A, certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the District School Board of Pasco County, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

G) This contract is governed by the laws put forth by the State of Florida.

H) The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.

I) University of Tampa shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.

J) University of Tampa shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. University of Tampa shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

Wendy Humeant
University of Tampa
Date 2/27/13

Michael J. Woodall
Michael J. Woodall, CPPC,
Purchasing Agent
District School Board of Pasco County
Date 3.1.13

Patricia A. Sinclair
Department/School Administrator
Date 2/27/13

Updated 9/26/12