



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

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### Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent  
813/ 794-2221 Fax: 813/ 794-2111  
727/ 774-2221 TDD: 813/794-2484  
352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

July 22, 2014

### MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, Purchasing Agent *NW*

SUBJECT: Office of Human Resources and Educator Quality  
Florida State University - Student Teaching Agreement  
Contract #2014001886

The Office for Human Resources and Educator Quality is requesting Board approval of the attached Student Teaching Agreement with the Florida State University. There is no associated cost to the District. Please reference the attached memo from Lydia Ray, Senior Manager, Office of Human Resources and Educator Quality, for additional information. The agreement was approved by the District School Board's Attorney, Ms. Nancy Alfonso, on June 29, 2014.

At this time, we respectfully request your approval to enter into the agreement with the Florida State University for the 2014-2015 school year.

Should you have any questions regarding this matter, please contact Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: July 15, 2014 10:44:00



## 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  
Lydia Ray, Senior Manager  
lray@pasco.k12.fl.us

Phone: (813)794-2316  
(727)774-2316 or (352)524-2316  
Fax: (813)794-2171 TDD: (813)794-2484

June 4, 2014

To: Nicole Westmoreland, Purchasing Agent

From: Lydia Ray, Senior Manager Human Resources *LR*

Re: Florida State University – Student Teaching Affiliation 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.

We are asking for Board approval for this agreement.



RECEIVED  
7/7/2014

# 2014001886

### Student Teaching Affiliation Agreement

This Student Teaching Affiliation Agreement ("Agreement") is entered into on this 9<sup>th</sup> day of May, 2014 upon Board approval between Florida State University Board of Trustees, herein after referred to as the "University", a public body corporate of the State of Florida, for and on behalf of Florida State University, located at 1114 W. Call Street, Tallahassee, Florida 32306-4450, 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 students may participate in Student Teaching Internships, Practicums, and Observations at schools located in the District.

2. **Student Placements.** The District shall accept the University 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 the University. 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 (March 11 – July 31, 2014)

Submission of applications for final internships for Spring Semester (October 13 – December 19, 2014)

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

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

4. **University Responsibilities.**

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

- i. Three (3) or more years of K-12 Teaching Experience
- ii. Evidence of Clinical Educator Training or commensurate clinical training; and
- iii. A master's degree or higher in an appropriate educational field.

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AND APPROVED:  
*NW/Adam* 9/8/14

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

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

d. The University will provide University 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. The University will ensure that University students placed in a District clinical field experience shall, at each University 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; and
- 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.** The University and the District shall inform Students of federal and state laws governing the confidentiality of District student information, including FERPA. The parties agree that any breach of confidentiality by a University Student shall be grounds for immediate termination of the student's clinical experience.

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7. The Parties agree that the University is an agency of the State of Florida and per Opinion of the Attorney General for the State of Florida no agency possesses the legal capacity to indemnify another party in a contract. (Reference: Attorney General Opinion: AGO 78-20). Accordingly, the Parties understand and agree that the University may not indemnify, defend, or hold harmless a party against claims by a third party. Further, as an agency of the State of Florida, the Educational Institution is thereby covered by state risk management/self-insurance program(s) pursuant to Florida law and subject to the limitations and partial waiver of sovereign immunity set forth in section 768.28, Florida Statutes, which provides, inter alia, a limited waiver of sovereign immunity by its agencies in the amount of \$200,000 per person and \$300,000 per occurrence for tort claims, and that without admission of additional liability, excess claims may be brought to the attention of the State Legislature for consideration of payment at the discretion of the Legislature.

8. **Insurance.** During the term of this Agreement, University Students participating in Student Teaching Internships, Practicums, and Observations shall maintain in full force and effect professional and 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: Nicole Westmoreland  
District School Board of Pasco County  
7227 Land O' Lakes Blvd.  
Land O' Lakes, FL 34638

To: Director of Student Teaching  
Florida State University  
1114 W. Call Street  
Tallahassee, FL 32306-4450

10. **Term and Termination.** The term of this Agreement begins July 1, 2014, and ends on June 30, 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 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

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AND APPROVED:  
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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 whereof**, the parties hereto have executed this agreement by their respective duly authorized officials as of the date first above written.

**Florida State University**

**District School Board of Pasco County**

By: 

By: \_\_\_\_\_

Name: Marcy P. Driscoll

Name: \_\_\_\_\_

Title: Dean, College of Education  
Acting for and on behalf of  
The FSU Board of Trustees

Title: \_\_\_\_\_

“District”

      Date 7.8.14

**Nicole Westmoreland, MBA, Purchasing Agent**  
**District School Board of Pasco County**