

AFFILIATION AGREEMENT

For Field Experience/Internship Placement

I. PARTIES

THIS AFFILIATION AGREEMENT (“Agreement”) is made by and between the **Florida State University Board of Trustees**, a public body corporate of the State of Florida, acting for and on behalf of the FSU College of Education, hereinafter referred to as “**University**” and **Santa Rosa District Schools** hereinafter referred to as “**District**,” and collectively referred to as “Parties.”

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a learning experience (“Program”) for University students (“Participants”) pursuing degrees in Education to fulfill student teaching requirements. Therefore, in consideration of the mutual promises contained herein, the Parties agree as set forth herein.

III. GENERAL PROVISIONS OF AGREEMENT

A. Effective Date and Term: This Agreement shall be effective as of the date on which the last Party has signed. The term of this Agreement shall be for three years from the effective date. This Agreement shall be subject to review and renewal upon expiration of the term of the Agreement. Renewal may be accomplished by a Letter of Agreement signed by both Parties.

B. Non-discrimination: Both Parties agree that there will be no discrimination in placement of Participants because of race, color, religion, sex, national origin, age, handicap, or marital status and agree to adhere to the provisions of applicable Federal and State Laws regarding discrimination.

C. Termination: This Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party, such notice to be provided in accordance with Section VIII.K. of this Agreement. In the event this Agreement is terminated pursuant to this paragraph, District agrees that no Participants currently participating in a Program will be denied the opportunity to complete the Program, even if the effective date of termination occurs prior to the completion date of the Program. In such event, all applicable provisions of this Agreement, including the right to request withdrawal of any Participant pursuant to Section VI, shall remain in force during the period from the effective date of termination, until the Program is completed.

IV. RESPONSIBILITIES OF THE UNIVERSITY

It shall be the responsibility of the University to:

A. Plan and administer the University educational program for its students and be responsible for the enrollment of its students in University courses, including the student teaching clinical placement.

B. Work with designated District staff to determine the placement sites for Participants in the Program, including dates and the number of Participants to be placed.

C. Designate a person or persons to coordinate and act as liaison with the appropriate District personnel.

D. Provide the District with a list of Participants within an agreed upon time prior to the start of each Program.

E. Ensure that Participants have the necessary didactic prerequisites to maximize the learning experience at the District.

F. Communicate with the District's coordinator and Participant to assess Participant's progress as necessary.

G. Inform Participants that they are responsible for complying with the rules and policies of the District, including recognition of the confidential nature of information regarding the District's students and their records.

H. Advise Participants of any District requirements for criminal background checks and drug screenings prior to the Participant's participation in the Program at District. All costs associated with such requirements shall be the responsibility of either District or Participant. Any Participant who has not completed the required background or drug screenings, or who has not passed the required screening according to District standards, shall not be eligible to participate in the Program.

I. Cooperate fully with District and its counsel in the defense of any claims against District in any way arising out of or connected with District's affiliation with University pursuant to this Agreement.

V. RESPONSIBILITIES OF THE DISTRICT

It shall be the responsibility of the District to:

A. Be responsible for the conduct of its operations, supervision of its staff, and the education of District students.

B. Designate a coordinator from its staff to act as the liaison with University in connection with this Agreement.

C. Determine, in consultation with University, the University students who will be placed at District schools.

D. Provide an appropriate orientation of Participants to its facilities and its policies and procedures.

E. Provide opportunities for a Participant learning experience with appropriate supervision.

F. Assign teachers, in consultation with University, to serve as supervising teachers for the evaluation of the Participants. Supervising teachers shall complete evaluation forms provided by University. Supervising teachers selected by District will (a) assist in orienting Participants to the school, the classroom and the pupils; (b) explain relevant school and district policies, rules and regulations to Participants; (c) provide prompt and substantive feedback to Participants regarding performance activities and interactions with District personnel, pupils and parents; (d) complete evaluation of Participant progress and submit them to University after reviewing them with Participants; (e) immediately inform the University coordinator of any concerns regarding a Participant; (f) establish a time to meet and discuss with Participants their activities, impressions, reflections, and suggestions for goals and areas of improvement.

G. Retain ultimate responsibility for student learning and curricular standards during the course of the Program.

H. Allow Participants, at their own expense, to use school cafeterias and other similar services available to employees in the District.

I. Permit the Participants to have access to student education records as necessary for participation in the Program and in accordance with District policies. Participants shall treat education records as confidential, pursuant to the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations. The University and the Participant shall comply with all applicable FERPA requirements, as well as applicable District policies and procedures related to education records.

VI. REQUEST FOR WITHDRAWAL OF PARTICIPANT

The District may request the University to withdraw any Participant from its facilities whose conduct or work with students or personnel is not in accordance with the policies and procedures of the District or is detrimental to the operation of the District's programs or activities. District and University agree to work cooperatively to avoid disruption to the Program, if possible, and if deemed necessary, University agrees to withdraw such Participant.

VII. MISCELLANEOUS

A. Indemnification and Liability: Each Party to this Agreement will be responsible for claims, losses, liabilities, damages, and expenses arising out of each Party's own negligent performance or non-performance by its agents and employees, acting within the scope of their agency or employment, of its respective tasks, duties, and obligations contained within this Agreement, and neither Party will be responsible for claims, losses, liabilities, damages, and expenses arising out of the other Party's negligent performance or non-performance by its agents and employees, acting within the scope of their agency or employment, of its respective tasks, duties, and obligations contained within this Agreement. This recognition by the Parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver nor extend the liability of the State of Florida beyond the limits established in section 768.28, Florida Statutes. In the event any litigation or controversy arises out of or in connection with this Agreement between the Parties hereto, each Party to such litigation or controversy shall be responsible for its own attorneys' fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings, provided that this shall not be construed as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

B. Public Records: To the extent required by Chapter 119, Florida Statutes, the Parties agree that public records created regarding this agreement shall be made available in the event of any request for disclosure, and retained in accordance with applicable provisions of Florida law.

C. Independent Contractor: The relationship of the Parties hereunder shall be an independent contractor relationship, and not an employment, joint venture, or partnership relationship. Neither Party shall have the power to bind the other Party or contract in the name of the other Party. All persons employed by a Party in connection with operations under this Agreement shall be considered employees of that Party and shall in no way, either directly or indirectly, be considered employees or agents of the other Party. Participants shall not be considered employees of District and are not entitled to any of the benefits accorded to District employees, including, but not limited to participation in employee benefit plans, unemployment compensation, and workers' compensation. Participants are placed with the District to receive clinical field experience as part of their academic curriculum; those duties performed by a Participant are not performed as an employee, but in fulfillment of academic requirements, and are performed under supervision.

D. Entirety of Agreement: This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such Parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the Parties hereto.

E. Choice of Laws: This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

F. Assignment: This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

G. No Third-Party Beneficiaries: The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither Party intends to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

H. Severability: In the event that any one or more of the sections paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences clauses or provisions had never been included herein.

I. Waiver: The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

J. Captions: The captions, section designations, section numbers, article numbers, titles and headings appearing in the Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

K. Notices: Any notice to be given hereunder by either Party to the other, unless otherwise provided for, must be in writing and may be effected either by personal delivery or by United States certified mail, return receipt requested, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses appearing below, but each Party may change its address by written notice to the other.

To District:	ATTN: Assistant Superintendent, Instructional Division
	Douglas A. Dillon Administrative Complex
	6032 Hwy. 90, Room 201
	Milton, FL 32570

