

AFFILIATION AGREEMENT BETWEEN THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA AND SAINT LEO UNIVERSITY

This Agreement is entered into by and between the School Board of Sarasota County, Florida ("School"), with an address of 1960 Landings Boulevard, Sarasota, Florida, 34231 and Saint Leo University (SLU) with an address of 33701 SR 52 West, Saint Leo, FL 33574, and sets out the respective rights and responsibilities of the School and Saint Leo University with regard to any MED graduate student who is assigned as a student teacher, practicum student or participant, as those terms are defined below, in the School.

1. Definitions.

- a. "Student Teacher" shall mean a student enrolled at and assigned by SLU to teach in the School, as part of his/her preparation for entering the teaching profession.
- b. "Practicum Student" shall mean a student enrolled at and assigned by SLU to teach for a practicum assignment in the School as part of the requirements for an endorsement, certificate, or minor added to the basic license being sought.
- c. "Participant" shall mean a student enrolled, usually at the pre-student teaching level, at and assigned by SLU for field experiences in the School involving a less-than-full responsibility for instruction or instruction-related activities. Terms such as observer, tutor, teacher aide, teaching assistant, etc., characterize various types of Participants.
- d. "Supervising Teacher" shall mean a teacher in the School to whom the Student Teacher or Practicum Student is assigned and who directs the work or the activity of the student while he/she is in the School. Only teachers who hold the Professional or Proficient License or its equivalent, and who have had at least three years successful teaching experience and/or the recommendation of a building level administrator are eligible to serve as Supervising Teachers.
- e. "Cooperating Teacher" shall mean a teacher in the School to whom a Participant or group of Participants is assigned for pre-student teaching experiences. The School and SLU may mutually agree that a teacher who does not hold the Professional or Proficient License or its equivalent may serve as a Cooperating Teacher.
- f. "University Supervisor" or "Special Area Supervisor" or "Course Instructor" shall mean the SLU employee who is in charge of the course of study or specific experience for which the student is assigned to the School.

2. Term

The term of the Agreement shall commence upon full execution and terminate on June 30, 2015, unless otherwise terminated in accordance with the terms of this Agreement.

3. Placement of Student Teachers, Practicum Students, and Participants.

- a. The placement process shall be a cooperative venture involving both SLU and the School.
- b. SLU shall initiate the placement of a Student Teacher or Practicum Student by filing an application for each proposed assignment setting out the background of the student and the type of assignment appropriate. The request may be accompanied by suggested names of teachers of the School, who would be recommended by the SLU student as a Supervising Teacher. The final assignment of Student Teachers and Practicum Students shall be made by the School after consultation with the Supervising Teacher and Principal under whom the assignment will be completed.
- c. SLU may request placement of Participants for either an individual student or a group of students. The request will identify the particular student, or a composite description of the group of students to be placed in terms of background, the type of assignment requested, objectives of the assignment, and activities suggested as appropriate to the requested assignment.

4. Representatives.

Each party shall provide timely notice to the other party as to the name, mailing and email address, and telephone number of the representatives of each in connection with this Agreement.

5. Calendar.

Student Teachers and/or Practicum Students will follow the calendar of the School and the daily schedule of the individual school in which the experience is taking place. Any proposed deviation must be approved in advance by the Supervising Teacher, the Principal (if applicable), and course instructor.

6. Professional Standards.

Student Teachers, Practicum Students, and Participants will be advised that they are required to conform to standards of professional decorum that are consonant with prevailing standards in the school community and the education profession as a condition of the placement and its continuation.

7. Criminal Background Checks.

Prior to going on to school grounds while School's students are present, any Student Teacher, Practicum Student, or Participant assigned to the School will be fingerprinted and have his/her background checked as provided by Florida law. The Student Teacher, Practicum Student, or Participant will coordinate with the School to arrange a mutually convenient time for the School to conduct the fingerprinting, at the Student Teacher, Practicum Student, or Participant's or SLU's expense. The School has the right to reject

any Student Teacher, Practicum Student, or Participant access to its property in the event the individual's background check does not meet the requirements established by the School pursuant to Florida law.

8. Non-Discrimination.

Neither party shall discriminate in the choice of schools, Supervising or Cooperating Teachers, or Student Teachers, Practicum Students, or Participants on the basis of race, religion, color, national origin, age, gender, sexual orientation, or disability.

9. Student Teacher, Practicum Student, and Participant Supervision.

Students shall be subject to the rules and regulations of the School and under the direction and control of the Supervising or Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the School or acting in behalf of the School in locations other than the premises. The following points have specific reference to the various types of supervisory responsibility:

- a. The Supervising Teacher may leave the classroom with the Student Teacher or Practicum Student in charge of the class, but the Supervising Teacher shall, at all times, retain the responsibility for control of the class and the program of instruction.
- b. The Cooperating Teacher shall not leave the classroom with the Participant Student in charge of the class.
- c. Students who are not licensed shall not be used as a substitute for their Supervising or Cooperating Teacher or for any other licensed personnel. Planned exceptions to this item may be considered and authorized by the respective designated administrative personnel of the School and SLU.
- d. Students, with the exception of certain licensed interns, may not be compensated for any responsibilities that constitute all or a part of the required field experiences program.
- e. Supervising and Cooperating Teachers shall file such reports as are prescribed by SLU.
- f. University Supervisor or other designated representative of SLU shall have access, at all reasonable times, to visit the classroom(s) to which the student is assigned for the purpose of observation and supervision.
- g. In the event that the school to which a student is assigned is subject to jurisdictional dispute between a teacher association and the School, the student will occupy a position of neutrality which means:
 1. The student will immediately report any such dispute to his/her University Supervisor or Course Instructor and be guided by his/her instructions.

2. The student will not report to the assigned school until such time as directed by University Supervisor or Course Instructor.
3. The student will not by any overt action render support to either party to the dispute.

10. Termination or Change of Assignments and Projects.

Either the School or SLU may, at any time, change or terminate the assignment of any Student Teacher, Practicum Student, or Participant or any cooperatively developed project which involves field experience students. However, before either change or termination, all parties shall make reasonable efforts to consult with each other.

11. Status of Student Teachers, Practicum Students, and Participants.

- a. The parties acknowledge and agree that Student Teachers, Practicum Students, or Participants are not the employees or agents of either SLU or the School.
- b. School retains primary responsibility for the educational experience of its pupils and for the orderly conduct of its school. Student Teacher, Practicum Students, and Participants shall be under the direction and control of the School as represented by the Supervising or Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the School or acting in behalf of the School in locations other than the premises.

12. Termination.

This Agreement may be terminated either by the School or SLU by giving the other party thirty (30) days prior written notice; provided, however, that any Student Teacher, Practicum Student or Participant already placed shall be allowed to finish his/her assignment unless serious ethical violations occur.

13. Indemnification

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. SLU agrees to indemnify and hold harmless the School, its employees and agents from all loss or liability resulting from the acts or omissions of SLU and/or its employees or agents arising out of the performance or the terms and conditions of this Agreement. This provision shall survive termination of this Agreement and is not intended to waive any sovereign immunity to which any party may be entitled.

14. Assignment

Neither party shall transfer or assign this Agreement or any interest hereunder, by operation of law or otherwise without the prior written consent of the other.

15. Notices.

All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally or sent by registered or certified mail, return receipt requested, first-class postage prepaid, if to:

Saint Leo University
33701 SR 52 West
Saint Leo, FL 33574

Or

Saint Leo University
P.O. Box 6665
Saint Leo, FL 33574-6665
ATTN: Kara Winkler

with a copy to:

Office of the General Counsel
Saint Leo University
P.O. Box 6665
Saint Leo, FL 33574-6665

and if to School:
Sarasota County Public Schools
1960 Landings Blvd.
Sarasota, FL 34231

Notices will be deemed given on the date of delivery (in the case of personal delivery) or at the time of mailing (in the case of mail delivery). Either party may change its notice address by giving the other party notice of such change.

16. Choice of Law/Jurisdiction

This Agreement shall be deemed to have been executed and delivered in the State of Florida and shall be governed by and construed under the laws of the State of Florida. The sole and exclusive jurisdiction for any action arising from this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____, 2014.

SCHOOL:

Saint Leo University:

By _____
Name:
Title:

By Maribeth Durst
Name: Maribeth Durst
Title: Vice President of Academic Affairs

Approved for Legal Content,
May 8, 2014, by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: _____ASH_____