

**Memorandum of Final Internship Affiliation Agreement
Between**

**University of South Florida
College of Education**

And

**School Board of Sarasota
County**

This Final Internship Affiliation Agreement (“Agreement”) is entered into on this 19th day of February 2013, 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 Sarasota County, located at 1960 Landings Blvd., Sarasota, Florida 34231.

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

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.

f. USF shall require USF Students to furnish necessary health and vaccination documentation required by the District, if any, upon request.

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.
- e. The District shall have the authority to immediately terminate the Final Internship assignment of a USF Student placed at a District school at any time the District has determined that such termination is warranted for reasons of health and/or safety, conduct, performance, failure to comply with the District's rules, policies or procedures, or any other good and sufficient reason. The District will notify USF of any such termination and the reasons therefore.

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 Sarasota County and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District. Nothing in this agreement shall waive any sovereign immunity to which either USF or District is entitled. This provision shall survive termination of this Agreement.

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 Sarasota County
 1960 Landings Blvd.
 Sarasota, Florida 34231

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 upon full execution by both parties and shall continue until terminated as provided herein. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement without cause.

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).

15. Choice of Law/Venue. 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 and for Sarasota County, Florida.

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

District School Board of Sarasota County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

“USF”

“District”

2-27-12

Approved for Legal Content
February 12, 2013, by Matthews
Eastmoore, Attorneys for The School
Board of Sarasota County, Florida
Signed: ____ASH_



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT
TRUST FUND**

Policy Number: GL-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: \$200,000.00 each person
 \$300,000.00 each occurrence

Inception Date: July 1, 2012
Expiration Date: July 1, 2013

CHIEF FINANCIAL OFFICER



**STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE**

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) **Named Insured** - The department or agency named herein.
- (b) **Insured** - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) **Volunteer** - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) **Agent** - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) **Automobile** - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) **Mobile Equipment** - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion

thereof, or out of materials, parts, or equipment furnished in connection therewith;

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) **Event of Occurrence**
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) **Notice of Claim or Suit**
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) **Assistance and Cooperation of the Insured**
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and

giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.