AFFILIATION AGREEMENT

THIS AFFILATION AGREEMENT ("the Agreement") entered into this 1st day of July, 2022, by and between Florida Gateway College, hereinafter referred to as "School" whose address is 149 SE College Place, Lake City, Florida, 32025, and the Suwannee County School District, hereinafter referred to as "School Board" whose address is 1740 Ohio Avenue, South, Live Oak, Florida 32064. The College and School Board are collectively referred to as "Parties."

WHEREAS, School offers to enrolled students a degree program in the field(s) of Early Childhood AS, Early Childhood BS, Elementary Education BS, and Educator Preparation Institute.

WHEREAS, School Board and the College recognize the value and importance to the teaching profession, College teacher education programs and other professional programs, and desire that the public interest be served by ensuring a continuing source of competent and well-trained teaching professionals; and

WHEREAS, the College desires that its students, hereinafter referred to as "Interns" to obtain teaching experience at a public school of the School Board; and

WHEREAS, the School Board desires to provide the necessary facilities for said teaching experience in recognition of the need to educate teaching personnel, under terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

I. PURPOSE

1. The purpose of this Agreement is to provide educational experiences for selected College Interns, which includes all students seeking field experiences under this contract. Interns include Pre-Intern, any field experience prior to the intern semester, and Intern, the semester during which the College student completes the College's professional education program in a School Board under the guidance of a fully certified professional, which take place at the School Board and in which the School Board will participate.

2. Field experiences may include the activities listed and defined below:

   (a) Observation. Intern observes the classroom activities and does not interact with students.

   (b) Tutoring. Intern provides one-on-one instruction with School Board students.

   (c) Classroom Assistant. Intern serves as an aide to the School Board teacher and/or assists the School Board teacher with instruction.

(d) Small Group Instruction. Intern provides instruction to a subgroup of the School Board class.

(e) Whole Class Instruction. Intern provides instruction for the entire School Board class.

(f) Other. Other field experiences acceptable to both parties.

3. The term "School" shall refer to School Board programs, services, or individual locations headed by a principal or other program administrator.

II. OBLIGATIONS OF THE COLLEGE

1. The College shall offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.

2. The College shall keep all records and reports on Intern experiences in accordance with College policy and regulatory requirements.

3. The College shall plan with the School Board administration, in advance, its schedule of Intern assignments to the designated areas, including dates and numbers of Interns.

4. The College agrees to inform Interns that Interns shall be responsible for following the rules and regulations of the School Board, including recognition of the confidential nature of information regarding pupils and their records.

5. The College agrees to assume responsibility for the overall educational experience and grades of the Interns with consideration given to the Cooperating Teacher's assessment and overall evaluation of the Intern.

6. The College shall verify to the School Board staff that each Intern has completed the required academic preparation prior to tentative and final placement.

7. The College staff will be responsible for the coordination and implementation of the Clinical Education Program.

8. The College will assign a College Supervisor who will collaborate with the Cooperating Teacher and will make periodic assessment of Interns' progress as required. For purposes of this Agreement, the term "Cooperating Teacher" shall be defined as the district school educator who is a fully certified teacher, has completed clinical educator training, and successfully demonstrated effective classroom management strategies that consistently result in improved student performance, and has been assigned to supervise the Intern, working daily to assist in developing the professional growth of the Intern through

demonstration of the instruction in teaching skills and attitudes, and working cooperatively with the College Supervisor and /or Area Coordinator in continuing evaluation of the Intern.

9. Interns shall not be considered as employees or agents of the College.

10. The College shall arrange meetings with appropriate School Board staff to review and evaluate the progress of internships, if needed, consistent with School Board staff availability. These meetings can be used for coordination and conflict resolution.

11. The College and its Interns shall obtain individual written approval before beginning any of the activities referred to in Section I of this Agreement. Such written approvals shall be on forms approved by both parties, and shall contain the signatures of all parties required by the form(s). The College and School Board shall use a procedure for placement of Interns that is agreed upon by the School Board Superintendent and the College President, or their respective representatives.

III. OBLIGATIONS OF THE SCHOOL BOARD

1. The School Board shall maintain sole responsibility for the instruction, education, and welfare of its pupils. The School Board shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils and appropriate Intern and College staff orientations.

2. The School Board agrees that Interns assigned to it for field experiences are under the supervision, control, and responsibility of the School Board.

3. The School Board shall determine the work location and assignment of Interns in collaboration with the College. Every effort shall be made to develop long term working relationships between teacher education programs and individual schools in order to provide a variety of continuous and coordinated field experiences, consistent with Florida Statutes 1004.04. These relationships may be articulated in written plans and attached to this agreement as addenda with the approval of both parties.

4. In consideration of the School's responsibility for the care and safety of its pupils, the School Board shall retain the right, in its sole discretion, to refuse or discontinue its facilities and services to any Intern or College staff and to remove an Intern or College staff who does not continuously meet the School's professional or other requirements or the requirements of any appropriate authority controlling and directing School Board facilities and services. Interns shall be instructed by the College to promptly and without protest leave an area whenever they are requested to do so by an authorized School Board representative. In the event of a threat to pupil safety, which shall be determined by the School Board in its sole discretion, the School shall have the right to terminate the intern

placement action immediately and shall both verbally and in writing notify the College and the Intern as soon thereafter as is practicable.

5. The School Board shall provide qualified Cooperating Teachers for Interns. Cooperating Teachers shall be resource persons for Interns and College staff. Cooperating Teachers selected by the School Board will: (a) assist in orienting Interns to the school, the classroom, and the pupils; (b) explain all school district policies, rules, and regulations to Interns; (c) provide prompt and substantive feedback to Interns regarding all performance activities and interactions with School Board personnel, pupils, and parents; (d) complete evaluations of Interns' progress and submit them to the College Supervisor, after review with the applicable Intern; (e) immediately inform the College Supervisor of any concerns regarding an Intern; (f) shall establish a time to regularly meet and discuss with Interns their activities, impressions, reflections, and suggestions for goals and areas of improvement; (g) supervise Interns on a daily basis – if the Cooperating Teacher is absent from the school for any reason, a school approved substitute shall be assigned to the classroom. Under no circumstances shall an Intern, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the School Board and the College.

6. The School Board shall provide to the College and Interns the policies and procedures and other relevant materials necessary to allow Interns and College personnel to function appropriately within the School.

7. Interns assigned to the School Board shall follow the School's protocols for health and safety.

8. Interns shall be under the direct supervision of the Cooperating Teacher during internship responsibilities. A co-teaching model will be implemented during the internship. Co-teaching is defined as: organizing classroom instruction to reduce the student-adult ratio and/or take advantage of two teachers' expertise, skills and knowledge while maintaining continuous student progress. The "solo teaching time of no less than two weeks" if required by the College program, will still be implemented but under the close supervision and direction of the Cooperating Teacher who will assure that student progress is maintained.

9. The School Board shall permit Interns access to the library facilities/curriculum laboratories available to their personnel. Interns may not remove materials from the School Board without appropriate approval.

10. The School Board shall keep confidential and shall not disclose to any person or entity (a) Intern applications; (b) Intern health records or reports; and/or (c) any Intern records as defined in the Family Educational Rights and Privacy Act (FERPA), concerning any Intern participating in the educational experiences provided by the School, unless such disclosure

is necessary to meet the requirements of this agreement, is authorized by the Intern or is ordered by a court of competent jurisdiction. The School Board shall adopt and enforce policies and procedures necessary to protect the confidentiality of the Intern records as defined herein or as otherwise required by law.

11. Interns shall not be considered employees or agents of the School. Interns shall undergo a background screening pursuant to Florida Statutes 1012.32 and 1012.56, and applicable School Board policies and procedures.

IV. INSURANCE

1. The College agrees that the Interns shall assume personal responsibility for their own medical care and hospitalization.

2. The College shall, through the Florida College Risk Management Consortium and for the duration of their internship experience, maintain professional liability insurance coverage for the Intern of not less than $2,000,000 per occurrence as assurance of accountability for any such loss, claims, liabilities, or expenses.

3. Interns shall be afforded the protection of law as specified in Florida Statutes 1012.39(3). The College will provide Workers Compensation Insurance for College employees who oversee the internship process.

4. Upon written request, a party shall provide the other party with evidence of insurance coverage mentioned in this section of this Agreement.

V. RESOLUTION OF CONFLICT

1. The Parties agree to periodically review and discuss the operation of the Agreement to ensure that each Party's objectives hereunder are being satisfied. The Parties shall confer as otherwise necessary to the administration of this Agreement.

2. In cases of conflict between an Intern and a Cooperating Teacher that cannot be resolved, an appeal shall be made to the College Supervisor. If resolution is not achieved, an appeal shall be made to the School Principal or designee. If resolution is not achieved, an appeal shall be made to the College and School Board liaisons. Final resolution of conflicts, if necessary, shall be made by the School Superintendent in consultation with the College's President.

VI. TERM AND NOTICE

1. The term of this Agreement shall be for one (1) year and shall begin on July 1, 2022 and shall end on June 30, 2023.

2. This Agreement may be terminated at any time by either party hereto, with or without cause upon sixty (60) days written notice to the other party, provided that students currently enrolled in the program shall be permitted to complete the course.

3. Any notices required or permitted under this Agreement by either party to the other shall be made in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to College:	If to School Board:
Director of Procurement and Contracts Florida Gateway College 149 SE College Place Lake City, Florida 32025	Mr. Ted Roush, Superintendent Suwannee County School District 1740 Ohio Avenue, South Live Oak, Florida 32064

VII. GENERAL PROVISIONS

1. The Parties agree that neither the School Board nor the College shall on the basis of gender, marital status, race, religion, national origin, age, or disability pursuant to law as set forth in the Americans with Disabilities Act (ADA), be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law.

2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the College and the School Board and their employees, Interns, or agents, but rather is an Agreement by and among the two independent contractors. Each Intern is placed with the School Board in order to receive educational experience as part of the academic curriculum; duties performed by an Intern are not performed as an employee of the School Board but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by School Board personnel. Neither party shall have the power or authority to bind the other in any promise, agreement nor representation other than as specifically provided for in this Agreement. To the extent allowed under state law, neither the School Board nor the College is required to provide workers' compensation coverage for the Interns participating in the educational experience. The College acknowledges that nothing in this Agreement shall be construed to confer any

right upon the College or College personnel to participate in, control, or direct operations at the School. The Parties shall carry all necessary and appropriate insurance for itself, its employees and agents.

3. The College and School Board shall require that each Intern be fingerprinted in accordance with Florida law and School Board policies and procedures, and that results of background screens be known to the School Board prior to placement of the Intern in a district school; pursuant to Florida law, no Intern who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be placed into a public school. The School Board reserves the authority to remove from the school grounds and suspend school access to any Intern charged with any disqualifying offense until the completion of the Intern's case disposition.

4. Either party may require that each College Supervisor be fingerprinted in accordance with Florida law and School Board policies and procedures, and that results of background screenings be known to the School Board prior to supervision of an Intern in a district school; pursuant to Florida law, no College Supervisor who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be permitted entry into a public school. The School Board reserves the authority to remove from the school grounds and suspend school access to any College Supervisor charged with any disqualifying offense until the completion of the College Supervisor's case disposition.

5. The School Board shall timely notify the College when any College employee or Intern has been involved in a reported incident and the College shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident as allowed under Florida law.

6. The School Board and its employees shall not be entitled to compensation from the College for services or actions of benefit to the College which are part of or related to the educational program.

7. This Agreement constitutes the entire Agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties, whether oral or written, pertaining to the referenced subject matter.

8. This Agreement may be amended at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon written approval of both the College and the School Board.

9. No waiver or breach of any term or provision of this Agreement shall operate, or be construed to constitute, nor shall be, a waiver of any other breach of this Agreement. All

remedies, either under this Agreement, or by law or otherwise afforded, will be cumulative and alternative. All waivers to be effective shall be in writing and signed by a duly authorized officer of the waiving Party.

10. If any provision of the Agreement is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the Parties under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never complied a part hereof; the remaining provisions of the Agreement will remain in full force and effect will not be affected by the illegal invalid, or unenforceable provision or by its severance here from; and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision similar to the such illegal, invalid or unenforceable provision.

11. This Agreement is not intended to create any rights or interests for any other person or entity other than the School Board or the College.

12. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

13. Each Party to this Agreement agrees to comply with all applicable federal, state and local laws, rules and regulations (Laws). In the event of a conflict, the Laws shall take precedent over any provision of the Agreement.

14. This Agreement is governed by and shall be, construed according to the laws of the State of Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in a court of law located in Columbia County, Florida.

15. College and district supervisors shall have required training pursuant to Florida Statutes 1004.04(5).

16. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors and permitted assigns. No party may assign this Agreement without the prior written consent of the other Party, the consent of which shall be given at the Party's sole discretion.

17. The paragraph headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision to this Agreement.

18. No default, delay or failure to perform on the part of either party shall be considered chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, or inaction of governmental authorities, epidemics, war, embargoes, fire, earthquakes, acts of God, default of common carrier.

19. This Agreement is entered into voluntarily by the signatories to this Agreement. **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first subscribed above.

SUWANNEE COUNTY SCHOOL DISTRICT

Superintendent

MAR 0 8 2022

Date

Chairperson, School Board

MAR 0 8 2022

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

FLORIDA GATEWAY COLLEGE

President

2/16/22

Date

Chairperson, Board of Trustees

5/12/2022

Date

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3

ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

March 9, 2022

Lawrence Barrett, Ed.D
President
Florida Gateway College
149 SE College Place
Lake City, FL 32025-2007

RE: Affiliation Agreement – SCSB 2023-01

Dear Dr. Barrett:

The Suwannee County School Board approved the Affiliation Agreement referenced above on Tuesday, March 8, 2022. Enclosed are the two original contracts you requested signed by our Board Chair, Attorney, and Superintendent. Please return one fully executed original for our files.

Sincerely,

Debra L. Ross
Secretary for Administration
debra.ross@suwannee.k12.fl.us

Enclosures (2)

cc: Ted L. Roush, Superintendent of Schools