



**AGREEMENT BETWEEN  
PASCO-HERNANDO STATE COLLEGE  
and  
HERNANDO COUNTY SCHOOL DISTRICT  
for  
STUDENT FIELD EXPERIENCE PLACEMENT**

THIS AGREEMENT, effective as of the May 17, 2022 by and between The District Board of Trustees of Pasco-Hernando State College ("The College") and DISTRICT SCHOOL BOARD OF HERNANDO COUNTY (the "School District").

WITNESSETH:

WHEREAS, the College has responsibility for the training of students within its Educator Preparation Institute (EPI) who require practical experience in various disciplines to complete their professional preparation and development; and

WHEREAS, the school district, in support and enhancement of the educational programs of the College, is willing and qualified to provide a practical setting through its online program so that the College students may participate in activities designed to enhance their educational experience;

WHEREAS, the educational programs of the College will be enhanced through its relationship with the school district due to the opportunity for its students to participate in educational activities through the cooperative efforts of the school district and the College;

WHEREAS, the school district will be benefited from the skills and efforts of the College's student during the field experience period.

NOW THEREFORE, in consideration of these premises and of the following mutual promises, covenants and conditions, the parties heretofore named agree as follows:

1. The College may assign, based upon school district site recommendations, and the School District agrees to accept one or more teacher preparation program students for a period of up to 15 weeks. The College shall notify the School District at least thirty (30) days prior to assigning any student to a School District recommended school site. The School District shall have the right to refuse to accept any student during any period by notifying the College within thirty 30 days after receipt of such notification.
2. While students are on assignment at the school site, the College shall require that the students are available all days and times agreed upon by the School District, the College, and student with a schedule to be set by the School District. This schedule may be modified by mutual agreement of the School District and the College without formal amendment to this Agreement.

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3. The School District shall allow students to participate in various activities during the course of the field experience, including but not limited to those activities that will benefit the educational goals of the student in the Educator Preparation Institute (EPI) program.
4. The instruction and supervision provided by the School District to students while they are participating in the field experience at the School District pursuant to this Agreement shall be intended to expose the students to the principles and practices of the school district so that the students learn to make appropriate practical use of the knowledge gained as students at the College.
5. The school district shall insure that qualified employees, those who have successfully completed Clinical Educator training, supervise the students in the performance of their duties during the field experience. The school district, through its qualified employees, shall regularly evaluate the pre-service student's performance, using a standard evaluation form provided by the College. The employee who supervises the student shall have the following: evidence of "clinical educator" training, a valid professional certificate issued pursuant to section 1012.56, Florida Statutes, and at least 3 years of teaching experience in prekindergarten through grade 12 and must have earned an effective or highly effective rating on the prior year's performance evaluation under Section 1012.34, Florida Statutes, or be a peer evaluator under the school district's evaluation system approved under Section 1012.34, Florida Statutes.

Effective Fall 2022: School District personnel and instructional personnel who supervise or direct teacher preparation students during field experiences in kindergarten through grade 3 or students who are enrolled in a teacher preparation program for a certificate area identified pursuant to Section 1012.585(3)(f), Florida Statutes, must hold a certificate or endorsement in reading.

6. The School District shall permit the students to use its application programs normally provided to Instructors including, but not limited to, its learning management system, and other electronic instructional tools and systems on the same basis as utilized by its employees.
7. The School District shall permit the students to video record themselves during their teaching demonstrations in order to have their performance evaluated provided School District students are not depicted on the video.
8. Regardless of any other term or condition contained in this Agreement, students of the College who are learning at the School District pursuant to this Agreement shall be under the ultimate direction and control of the College, and in no event, shall such students be deemed employees or agents of the School District.
9. The College shall require that students assigned by the College to the School District shall abide by all procedural rules and regulations applicable to them, including adherence to student confidentiality mandates as dictated by Florida Law and the Family Educational Rights and Privacy Act of 1974 (FERPA). In addition, the College may disclose information from a participating student's educational record as appropriate to personnel at the School District who have a legitimate need to know in accordance with FERPA. The School District hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the student.
10. College shall honor any request by the School District to remove any student from their field experience placement whose conduct or performance is not, deemed acceptable by the School District. Either party may ask that a student be removed from the field experience if either the College student or School District employees or students are in imminent danger or in an unsafe classroom/field experience environment because of conduct or performance by either party. Such requests will be in writing and will include a

statement as to the reasons for such request.

11. The School District will inform the student of any known risk or safety issues surrounding his or her work environment.
12. The College shall direct their students who have registered for the field experience to be fingerprinted according to School District policy and complete the process prior to the start of the field experience. This directive is in accordance with Section 1012.315, Florida Statutes, also known as the Jessica Lunsford Act.
13. To the maximum extent permitted by law, unless otherwise provided by this Agreement, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, demands, actions, settlements, costs, damages or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities per this Agreement where such claims, demands, actions, settlements, costs, damages, or judgments relate to its own negligence, actions or omissions of that of its agents, representatives, students, as applicable, or employees. This paragraph shall survive termination of this Agreement. The liability of the School District shall be only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant.
14. College shall provide and maintain general and commercial liability insurance in the minimum amounts of one million dollars (\$1,000,000) combined single limit, and two million dollars (\$2,000,000) general aggregate and, upon request of the School District, shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Upon request, the School District shall provide evidence that it maintains liability insurance or self-insurance in an amount that is commercially reasonable. College and the School District further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its officers, employees, servants, agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28, Florida Statutes.
15. To the extent that either party has partially waived its immunity to tort claims and is responsible for the negligent acts or omissions of its employees and agents as described in Section 768.28, Florida Statutes, each party is protected for a claim or judgment by any one person in a sum not to exceed \$200,000 and for a total claims or judgments arising out of the same incident or occurrence a total amount not exceeding \$300,000.
16. Neither party shall discriminate against any student based upon race, color, age, marital status, gender, gender identity, sexual orientation, ethnicity, pregnancy, creed, sex, religion, disability or national origin or any other factor or condition protected by law. In addition, neither party shall solicit, collect, maintain, or utilize genetic information, as defined in Federal regulation for any purpose.
17. Any claim of discrimination/grievance by students will be handled by the College and through the College's already established policy outlined in the College's Internal Management Memorandum IMM#6- 17, Student Grievance Procedures.
18. Either party shall have the right to terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters or other materials subject to the provision of Chapter

119, Florida Statutes, and made or received by the school district in conjunction with this Agreement.

18.1 Florida Public Records Act/Chapter 119 Requirements: School District and the College are public agencies subject to Chapter 119, Florida Statutes. To the extent applicable, the College and School District shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the College or District in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that the College or District would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer at no cost to the College or School District, all public records in possession of the College or School District upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the College or District in a format that is compatible with the information technology systems of the College or District. The parties agree that if the College or School District fail to comply with a public records request, then either party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

IF THE COLLEGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COLLEGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, (ADD DISTRICT NAME HERE AND ADDRESS HERE)

IF THE SCHOOL DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

AT Office of General Counsel, Pasco-Hernando State College, 10230 Ridge Road, New Port Richey, FL 34654 or Pamela Nadolski, Paralegal, 727-816-3746, nadolsp@phsc.edu, Pasco-Hernando State College, 10230 Ridge Road, New Port Richey, FL 34654

19. The name and address of the representative of the College for this Agreement is Jessica Hinds, Director of Curriculum Support and Education Preparation Institute at 10230 Ridge Road, New Port Richey, FL 34654. The name and address of the representative of the School District for this Agreement is Hernando County Schools, 919 North Broad Street, Brooksville, FL 34601. In the event that different representatives are designated by either party after execution of this agreement, the name and address of the new representatives shall be furnished in writing to the other party.

20. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by mail with the United Postal Service, addressed to a receiving party at its respective last known address as indicated in the previous paragraph.

21. Solicitation of Employees: Each Party agrees that, during the Term of this Agreement and for a period of twelve months following the termination of this Agreement for any reason, such Party shall not, directly or

indirectly, on its own behalf for as a representative of any other person or entity, solicit or induce any employee of the other Party to terminate his or her employment relationship or to enter in to employment with any other person or entity.

22. This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

23. The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties and no other terms or conditions in the future shall be valid and binding on any party unless reduced in writing and executed by both parties.

24. The term of the Agreement shall be five (5) years. This Agreement may be renewed for an additional two (2) year period provided all terms and conditions remain unchanged and in full force and effect. The option to renew will require the mutual written agreement of both parties. Refusal by either party to exercise this option to renew will require this Agreement to expire on the original mutual agreed date. This Agreement may be terminated by either party in writing upon sixty (60) days written notice. In the event this Agreement is terminated during a field experience; the student will be permitted to complete the field experience.

**ACKNOWLEDGED AND AGREED BY:**

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**Contractor**

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Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*

**The District Board of Trustees of Pasco-Hernando State College**

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By *(Authorized Signature)*



Date Signed

5/31/2022

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Printed Name and Title of Person Signing

**Timothy Beard, Ph.D., President**

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Recommended by: *(Authorized Signature)*



Date Signed

5/31/2022

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Printed Name and Title of Person Signing

**Stanley M. Giannet, Ph.D., Executive Vice President and  
Chief Academic Officer / College Provost**

**Legal Language Approved  
by PHSC Legal Counsel**

**Initials PAN Date 12/9/2021**

Approved as to Form

*Nancy McClain Alfonso*

General Counsel, HCSB

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Hernando County Schools

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By *(Authorized Signature)*

Date Signed

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Printed Name and Title of Person Signing

**John Stratton, Superintendent of Schools**

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Recommended by: *(Authorized Signature)*

Date Signed

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Printed Name and Title of Person Signing

**Professional Standards Director**

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Approved as to Form and Legality: *(Authorized Signature)*

Date Signed

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Printed Name and Title of Person Signing

**General Counsel**

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