The University of West Florida and
School Board of Leon County, Florida

AGREEMENT OF CLINICAL AND FIELD-BASED EXPERIENCES

It is hereby agreed between the School Board of Leon County, Florida (hereinafter referred to as the “School Board”) and The University of West Florida, for and on behalf of the University of West Florida Board of Trustees (hereinafter referred to as the “University”), to collaborate in a program of teacher education involving laboratory experiences and directed teaching for students of the University of West Florida. NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

General Policies and Understandings

1. This agreement is continuous, subject to termination by either party with a semester’s notification. The nature of the agreement is such that notice of termination may be considered appropriate if it is in writing and effective at least a semester from the date of the notice, unless mutually satisfactory arrangements can be made involving a shorter period of time. The agreement may be reviewed and/or revised jointly by the parties as necessary to determine needed modifications in general policies and responsibilities of the agencies involved.

2. Students assigned to the schools for student teaching or other pre-service laboratory experiences will be expected to conform to all regulations of the University which apply to student activities on the campus and to adhere to all standards of professional conduct and instruction procedures which the local Board of Education requires of classroom teachers.

3. Any questions of concern related to student performance or placement are to be resolved by the administrative officers of the two institutions in harmony with the policies stated in this agreement.

4. The program may be cooperatively reviewed each year with the purpose of upgrading the student teaching and/or laboratory experiences.

5. In order to process student teaching applications in a timely fashion for school placements, all applications shall be forwarded to the appropriate office/individuals as designated by the district.

6. Collaboration and Articulation for Selection of Supervising Teachers. Leon County’s designated district representative(s) will collaboratively work with and articulate with the University of West Florida (or designee) in the selection and assignment of supervising teachers. Local school supervisors and principals will also be involved in this process to assure the selection of the most qualified and competent teachers possible. However, in all cases, every effort will be made to place students with master teachers who exemplify the “best” in professional education training.
7. Student Fingerprinting Requirement: Student teachers, persons participating in a field experience pursuant to s.1004.04(6) or s.1005.85, and persons participating in a short-term experience as a teacher assistant pursuant to s.1005.05(10) in any district school system, lab school, or charter school shall, upon engagement to provide services, undergo background screening as required under s.1012.56. In order to comply with this statute the University will advise students that prior to entering any Leon County School they must have background screening documentation by filing with the district school board a complete set of fingerprints. The cost of this background screening will be borne by the student.

8. Requirements of University Coordinators: All instructors in postsecondary teacher preparation programs who instruct or supervise preservice field experience courses or internships must have evidence of “Clinical Educator” training and must successfully demonstrate effective classroom management strategies that consistently result in improved student performance. The State Board of Education sets the training requirements for “Clinical Educator Training” certification.

Responsibilities of the University

1. To collaborate with the administrative staff of the school district in the selection of teachers who will supervise students in field experiences.

2. To provide a University Coordinator who evaluates and supports the student in the development of the appropriate skills and concepts needed for a successful practicum/internship.

3. To inform the students that they shall be responsible for following the rules and regulations of the school placement site, including recognition of the confidential nature of information regarding pupils and their records. Students will be required to sign a document confirming this.

4. To inform students that they shall keep confidential and not disclose to any person or entity pupil academic information in accordance with the Family Education Rights and Privacy Act, 20 U.S.C. 123, concerning any student participating in the education experiences provided by the school.

5. To remove, reassign, or otherwise address the problems of any student whose work is judged by the supervising teacher and/or building administrator to jeopardize the educational advancement of the class.

6. To define in detail the experiences that are to be provided the student while in the school setting.

7. To provide professional materials and assistance to supervising teachers appropriate to the task of fulfilling their responsibilities for guiding the growth, and for the evaluation of the student.

8. To make available Clinical Educator Training to supervising teachers if required.
9. To provide a clinical and field-based experiences handbook with current information and policies to the supervising teacher.

10. To provide mentoring support, if requested, to entry-year teachers employed by the School Board who have graduated from educational programs at The University of West Florida.

11. To inform students that they shall not be considered as employees or agents of the University or of the school.

12. To place the University Contact’s name, credentials, and local phone number on each request for student placement.

13. To provide University Coordinators to this program who have the following qualifications:

   a. At least three years of private or public school teaching experience
   b. A master’s degree in an appropriate field as a minimum
   c. Completion of the Clinical Educator Training Program

**Responsibilities of the School Board**

1. To collaborate with the University of West Florida, Division of Teacher Education, in selection of supervising teachers. The School Board will select supervising teachers who will provide a high-quality educational experience for students, and who will have an interest in participating in a teacher education program. Supervising Teachers must have at least three years of teaching experience (one of which is at the grade level or in the subject to which the student teacher/intern will be assigned; full state certification, based upon as least a bachelor’s degree, for the grade levels or subjects to which the student teacher/intern will be assigned; completion of Clinical Educator Training (CET); and a willingness to participate in orientation sessions and a willingness to mentor student teacher candidates.

2. To make available to University students all classes and extra-class activities under the direction of designated supervising teachers. The public school shall not require students to participate in or assume the responsibility for classes or other school activities not under the direction of their supervising teachers, except by mutual consent of both contractual parties.

3. To make available to students all instructional materials and facilities normally provided to teachers of classes to which they are assigned.

4. To provide time, place, and facilities for conferences of supervising teachers and University Coordinators for planning, evaluating and otherwise directing the work of students.
Assumption of Risk

Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. The School Board of Leon County also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the School Board or otherwise acting or engaged to act at the instance of the School Board in furtherance of its obligations under this Agreement.

Insurance

The University is an institution of the State of Florida, and its “self insurance” limitations are provided by law. The University is provided with comprehensive general liability insurance with limits of coverage up to a maximum of $100,000 per person, $200,000 per occurrence, pursuant to the terms and limitations of Section 768.28, Florida Statutes and chapter 284 Part II. University is self-insured and upon request will provide a copy of its Certificate of Insurance. Workers’ Compensation insurance is maintained in full compliance with Florida law. Notwithstanding anything herein to the contrary, University does not waive its right of sovereign immunity, provided under the laws and constitution of the State of Florida.

General Provisions

1. Neither the School Board nor the University will discriminate against any person because of race, color, religion, sexual orientation, gender, or national origin, nor discriminate against any student or student applicant with a disability as defined by the Americans with Disabilities Act.

2. This agreement is not intended and shall not be construed to create a partnership, joint venture or association between University and School Board. Nor is it intended to create a relationship of agent, servant or employee between the employees or students of the University with the School Board or between the employees or students of the School Board with the University. Rather, it is an Agreement of Collaboration between two independent contractors. Each student is placed with the School Board to receive educational experience as part of the academic curriculum; duties performed by a student are not performed as an employee of the School Board or University but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by school personnel.

3. This agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the referenced subject matter.

4. Amendments to this agreement may be made at any time, provided, however, that any amendments, modifications, or alterations shall be made only in writing and shall become effective only upon the written approval of both the School Board and University. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
5. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.

6. In the event that any provision of this Agreement shall be held void, violable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

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

8. Each party to this Agreement represents and warrants that it has a full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and 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.

9. This Agreement will be governed by the laws of the State of Florida and shall in all respects be interpreted, enforced, and governed by Florida laws.

Superintendent of Schools
Leon County, Florida

Dr. John C. Cavanaugh, President
University of West Florida

Date

Date

Approved As To Form And Legality:

UWF Attorney