The University of West Florida and
School Board of Santa Rosa County, Florida

AGREEMENT OF CLINICAL AND FIELD-BASED EXPERIENCES

It is hereby agreed between the School Board of Santa Rosa County ("School Board"), Florida and the University of West Florida, for and on behalf of the University of West Florida Board of Trustees ("UWF") to collaborate in a program of teacher education involving laboratory experiences and directed teaching for students of The University of West Florida. 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 shall be reviewed annually and/or revised as necessary to determine needed modifications in general policies and responsibilities of the agencies involved.

General Policies and Understandings

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

2. 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.

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

4. 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 as follows:

   For Fall Semester of Each School Year – by March 15

   For Spring Semester of Each School Year – By September 15

5. Collaboration and Articulation for Selection of Supervising Teachers. Santa Rosa County’s designated district representative(s) will collaboratively work with and articulate with UWF (or designee) in the selection and assignment of Supervising Teachers. Local school 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.
6. Student Fingerprinting Requirement. Student teachers, persons participating in a field experience pursuant to s. 1004.04(6) or s. 1004.85, and persons participating in a short-term experience as a teacher assistant pursuant to s. 1004.04(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, UWF will advise students that prior to entering any Santa Rosa 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.

7. 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 UWF

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 works directly with UWF Faculty Associates and School Board Supervising Teachers to support the student in the development of the appropriate skills and concepts needed for a successful practicum/internship.

3. To provide UWF Faculty Associates additional benefits as compared to those normally provided to Supervising Teachers. These benefits will be provided by UWF through its Division of Teacher Education.

4. 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.

5. 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 of 1974, as amended, 20 U.S.C. 1232g (“FERPA”), and §1002.22, Florida Statutes.

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

8. 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.

9. To provide Supervising Teachers with a Certificate of Participation that can be used for six (6) hours of Graduate course work at The University of West Florida

10. To make available appropriate in-service workshops for Supervising Teachers and provide Clinical Educator Training to Supervising Teachers if required.

11. To provide a clinical and field-based experiences handbook with current information and policies to the Supervising Teacher.

12. To provide mentoring support, if requested, to entry-year teachers who have graduated from educational programs at The University of West Florida.

13. To inform students that they shall not be considered employees or agents of UWF or of the School Board.

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

15. To provide University Coordinators with 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 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 at 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 UWF students all classes and extra-class activities under the direction of designated Supervising Teachers. The public school shall not require UWF 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.

5. UWF may disclose information from a UWF Student's educational record, as appropriate, to personnel of the School Board who have a legitimate need to know in accordance with FERPA and §1002.22, Florida Statutes. The School Board hereby agrees that its personnel will use such information only in furtherance of the education program for the UWF Student, and that the information will not be disclosed to any other party without notice to UWF and the UWF Student's prior written consent.

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. Each party assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with that party or otherwise acting or engaged to act at the instance of said party in furtherance of it's obligations under this Agreement.

Insurance

1. UWF is an institution of the State of Florida, and its “self insurance” limitations are provided by law. UWF 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. UWF 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.
2. School Board is a political subdivision of the State of Florida and is covered by the sovereign immunity limits as set forth in the statutes/constitution of the State. Nothing in this agreement is intended to waive those limits and any liability arising out of this agreement is expressly limited to and subject to said sovereign immunity limits.

**General Provisions**

1. Neither the School Board nor UWF will discriminate against any person because of race, color, religion, sexual orientation, gender, or national origin, or 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 UWF and the School Board. Nor is it intended to create a relationship of agent, servant or employee between the employees or students of UWF with the School Board or between the employees or students of the School Board with UWF. Rather, it is an Agreement of Collaboration between two independent contractors. Each student is placed with the school 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 UWF 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 UWF. 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 UWF.
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.

Approved this day of , 2009.

THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA

By: 

John Rogers, Superintendent

THE UNIVERSITY OF WEST FLORIDA

By: Dr. Chula G. King, Provost

Approved As To Form And Legality:

UWF Attorney