



**Ana G. Méndez University System
Tampa Bay Campus
Department of Education**

*Accredited by the Middle States Commission on Higher Education.
Licensed by the Florida Commission for Independent Education: License num. 2928*

CLINICAL EXPERIENCE AGREEMENT

THIS AGREEMENT is made and entered into as of **this 3rd** day of **January, 2012**, by and between

**THE SCHOOL BOARD OF SARASOTA COUNTY,
FLORIDA**

(Hereinafter referred to as “SARASOTA PUBLIC SCHOOLS”),

a body corporate under the laws of the State of Florida, whose principal place of business is
1960 Landings Blvd.
Sarasota, FL 34231
And

The Ana G. Méndez University System, doing business as Universidad del Turabo, Universidad Metropolitana and Universidad del Este (hereinafter referred to as “University,”)

Whose principal place of business is
3665 West Waters Ave. Tampa, Florida 33614

WHEREAS, the University provides a course of study leading to the degrees of Bachelors in Elementary Education, Bachelors in Pre-K/Primary Education, Bachelors in Special Education, Masters in Educational Leadership, Masters in Guidance and Counseling and Masters in Teaching English as a Second Language/TESOL.

WHEREAS, these programs are nationally accredited programs and offered through Universidad del Turabo and Universidad del Este, and

WHEREAS, the University desires that as part of its course of studies, the students obtain practical training through practicum experiences at SARASOTA PUBLIC SCHOOLS, and

WHEREAS, SARASOTA PUBLIC SCHOOLS is willing to provide the necessary facilities for said practicum experience in recognition of the need to train and place teachers and guidance counselors.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall commence on the date of approval by both parties and conclude on June 30, 2014.

2.02 **University Responsibilities:**

2.02.1 The University shall have the responsibility for determining the adequacy of the educational experience of students, and will assign to the practicum program only those students who have satisfactorily completed the required course of studies, as specified in the school's curricula.

2.02.2 The University shall ensure that the program conforms to the minimum standards set forth by local regulatory and national professional bodies to maximize the student's chances of becoming duly qualified upon satisfactory completion of their full course of studies as applicable.

2.02.3 The University shall provide SARASOTA PUBLIC SCHOOLS with the Evaluation Form/s for monitoring the students' performance and progress or lack thereof, on a regular academic session basis.

2.02.4 The University may make periodic site visits, through its authorized representatives, to the practicum, program to monitor the student's performance and evaluate their experience. The University will maintain regular communication with SARASOTA PUBLIC SCHOOLS.

2.02.5 The University shall broadly acquaint the student with the GUIDELINES FOR PLACEMENT IN SARASOTA COUNTY PUBLIC SCHOOLS and shall hold them responsible for complying with all rules and regulations of said GUIDELINES applicable to students.

2.03 **STUDENT RESPONSIBILITIES:**

2.03.1 It shall be the duty of the student to submit to the Practicum Coordinator an academic clearance form from the Registrar's Office of the extent of the student's academic preparation and previous practical training, and the inclusive dates for which the practicum experience is being requested prior to the beginning of the program.

- 2.03.2** The responsibility of the student with regard to the practicum experience shall be to evaluate the integrity of the practical training they are obtaining. The student shall, if ever it becomes necessary, report to the school any difficulty of the program to afford adequate participation in a substantive practical training contracted in good faith and understanding with the student.
- 2.03.3** It shall be the duty of the student to inform the University regarding difficulties pertaining to the practicum site. SARASOTA PUBLIC SCHOOLS and the University shall consult regarding an alternative placement for the practicum if the initial sites cease to function because of absence of supervision or loss of staff. The student will be responsible for making up any time lost in the program due to disruption of continuity.
- 2.03.4** The student agrees to strict confidentiality of all information to which he or she has access during the course of the practicum and shall execute any confidentiality agreements by SARASOTA PUBLIC SCHOOLS. Further, the student recognizes that SARASOTA PUBLIC SCHOOLS's proprietary materials; methods and techniques should not be divulged to third parties without express written permission of SARASOTA PUBLIC SCHOOLS.
- 2.03.5** It shall be the duty of the University to provide SARASOTA PUBLIC SCHOOLS with a copy the professional liability insurance for students.
- 2.03.6** It shall be the responsibility of the student to keep a daily activities log and attendance sheet and to provide the University with a final report of his/her accomplished assignments or requirements.

2.04 **SARASOTA PUBLIC SCHOOLS RESPONSIBILITIES**

- 2.04.1** The responsibility of SARASOTA PUBLIC SCHOOLS staff with regard to the practicum experience of the student shall be the provision of opportunities for the student to observe and participate in practical training. It is also the responsibility of the staff with regard to the practical training of student to include being available for scheduled conference with the student and/or duly designated representatives of the University and to complete periodic evaluations per academic session).
- 2.04.2** SARASOTA PUBLIC SCHOOLS teachers working with practicum students will prepare a brief written statement indicating the amount of time spent and the types of activities in which each trainee participated on a form provided by the University. This shall include an environment conducive to the learning process of students and conforming to customary SARASOTA PUBLIC SCHOOLS policy and procedures.
- 2.04.3** SARASOTA PUBLIC SCHOOLS reserves the right to refuse its facilities and services to any student.
- 2.04.4** SARASOTA PUBLIC SCHOOLS shall provide the students with specific orientation pertaining to its rules and regulations, operating procedures, staffing patterns, and any other relevant information needed by the students to execute their assigned duties in a satisfactory and responsible manner. SARASOTA PUBLIC SCHOOLS will provide the University with either a copy of or that portion of its Personnel Policy Manual and/or Operating Procedures Manual that applies to students placed at their

facility prior to the beginning of the practicum.

2.04.5 SARASOTA PUBLIC SCHOOLS, in its sole discretion, may cancel the practicum program of any student whose performance is unsatisfactory, whose conduct is deemed unethical, whose personal characteristics prevent the establishment of a desirable working relationship with SARASOTA PUBLIC SCHOOLS, or whose health status is a detriment to successful completion of the training. A written notification must be sent within two weeks to the University in regard to the decision to cancel the student's practicum placement.

2.05 **Indemnification.**

By University: University agrees to indemnify, hold harmless and defend SARASOTA PUBLIC SCHOOLS, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SARASOTA PUBLIC SCHOOLS, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by University its agents, servants or employees; the equipment of University its agents, servants or employees while such equipment is on premises owned or controlled by SARASOTA PUBLIC SCHOOLS; or the negligence of University or the negligence of University agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SARASOTA PUBLIC SCHOOLS's property, and injury or death of any person whether employed by University, SARASOTA PUBLIC SCHOOLS or otherwise. This provision shall survive termination of this Agreement.

2.06 **Background Screening.** University agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that all of University's Personnel who (1) are to be permitted access to district school grounds when students are present, (2) will have direct contact with district school students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SARASOTA PUBLIC SCHOOLS in advance of University or its personnel providing any services under the conditions described in the previous sentence. University will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to University's personnel. The Parties agree that the failure of University to perform any of the duties described in this section shall constitute a material breach of this agreement entitling SARASOTA PUBLIC SCHOOLS to terminate immediately with no further responsibilities or duties to perform under this Agreement. University agrees to indemnify and hold harmless SARASOTA PUBLIC

SCHOOLS, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in University's failure to comply with the requirements of these sections or Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by SARASOTA PUBLIC SCHOOLS during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive jurisdiction for any legal actions arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SARASOTA PUBLIC SCHOOLS.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SARASOTA PUBLIC SCHOOLS under the terms of this Agreement are reasonably susceptible of being performed in SARASOTA County, Florida and shall be payable and performable in SARASOTA County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last ~~specified~~; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SARASOTA PUBLIC SCHOOLS: **Superintendent of Schools**
 1960 Landings Blvd.
 Sarasota, FL 34231
 School District of SARASOTA County, Florida

With a Copy to: **Program Specialist, Intern Coordinator**
 1960 Landings Blvd.
 Sarasota, FL 34231

To University: Luis A. Burgos, Ed.D.
 Chancellor, Florida Operations
 Ana G. Méndez University System
 5601 South Semoran Blvd. Suite 55
 Orlando, Florida 32822

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SARASOTA PUBLIC SCHOOLS under this Agreement agrees to promptly notify SARASOTA PUBLIC SCHOOLS of any funds erroneously received from SARASOTA PUBLIC SCHOOLS upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SARASOTA PUBLIC SCHOOLS with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SARASOTA PUBLIC SCHOOLS.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

By: _____
Caroline G. Zucker, Chair
School Board of Sarasota County, Florida

Approved for Legal Content
December 13, 2011, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

SISTEMA UNIVERSITARIO ANA G. MENDEZ

By: _____
Luis A. Burgos, Ed.D.
Chancellor, Florida Operations
Sistema Universitario Ana G. Méndez