Office of Professional Laboratory Experiences

MTSU Box 14

Middle Tennessee State University

Murfreesboro, TN 37132

Phone: 615-898-2485

Fax: 615-898-5188

**CLINICAL AND/OR FIELD EXPERIENCE AGREEMENT
PRE-RESIDENCY / RESIDENCY 1 / RESIDENCY 2**

**BETWEEN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AND**

**MIDDLE TENNESSEE STATE UNIVERSITY**

This Clinical and Field Experience Agreement is entered into as of the date of the final signature below (“Execution Date”), by and between the College of Education, Middle Tennessee State University, hereinafter referred to as “Institution,” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Local Education Agency of the State of Tennessee, hereinafter referred to as “LEA” and shall become effective commencing upon the start date of the contract term as outlined in the Agreement (“Effective Date”).

The purpose of this agreement is to establish an understanding regarding the administration of the *Ready2Teach* program designed to provide clinical and/or field experiences for selected students of the Institution, hereafter referred to as “Teacher Candidates”, who are pursuing teacher certification.

1. Purpose
2. The purpose of this Agreement shall be to provide clinical and/or field experiences to Teacher Candidates enrolled in a Teacher Education program of the Institution.
3. The clinical and/or field experiences for Pre-Residency, Residency 1, and Residency 2 Teacher Candidates shall be provided at the LEA’s facilities located at multiple school sites within the school district, hereinafter referred to as “Facility”.
4. The clinical and/or field experiences that may be provided are generally defined as follows:

**Pre-Residency.** Education courses which occur prior to the Residency 1 and Residency 2 semesters which may require a practicum of field experience in a PreK-12 school setting.

**Residency 1**. Occurs the semester before Residency 2 (student teaching) and requires teacher candidates to be placed in a PreK-12 setting for approximately 50% of the school week.

**Residency 2**. Generally referred to as student teaching, occurs after successful completion of Residency 1 and requires teacher candidates to be placed in a PreK-12 setting 100% of the school week.

1. Terms and Conditions
2. Term. The term of this Agreement shall be five years commencing the Fall of \_\_\_\_\_\_ and ending June\_\_\_\_\_.
3. Amendment. This Agreement may be modified only by written amendment executed by both parties.
4. Termination. Either party may terminate this Agreement without cause upon giving 60 days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all Teacher Candidates already enrolled in and participating in education clinical and/or field experiences at a school at the time of the notice of termination shall be allowed to complete their clinical and/or field experience with the LEA.
5. Placement of Teacher Candidates. As mutually agreed between the parties, the Institution shall place an appropriate number of Teacher Candidates, if available, at the Facility each academic term.
6. Discipline. While enrolled in clinical and/or field experiences at the Facility, Teacher Candidates and Institution faculty will be subject to applicable policies of the Institution and the LEA. The LEA shall timely notify the Institution when a Teacher Candidate has been involved in any incident that would require the LEA to investigate, and the Institution shall have the opportunity to participate in any such investigation to the extent that the LEA’s policies and procedures governing confidentiality may allow.
7. Dismissal; Reassignment. Teacher Candidates may be dismissed from participation in the Institution’s program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the LEA may immediately remove from the Facility any Teacher Candidate who poses an immediate threat or danger. The parties may agree in writing to remove a Teacher Candidate from the Facility or to reassign a Teacher Candidate within the same or another Facility.
8. Provisions Applicable to the Institution
9. Institution shall offer teacher or other training educational programs which are accredited by appropriate organizations and approved by the Tennessee State Department of Education and Tennessee Board of Education.
10. Institution shall require the appropriate Institution official to collaborate with the appropriate LEA administrator on all clinical and/or field placement requests for Pre-Residency, Residency 1, and Residency 2 placements. The Institution shall:
11. Verify the eligibility of each such Teacher Candidate to participate in a clinical or field experience.
12. Determine the appropriate placement of students.
13. Assign appropriate university supervisors to work collaboratively with the LEA for the supervision of Teacher Candidates

The Institution shall notify each Teacher Candidate of the requirement to have a criminal background check pursuant to T.C.A. §49-5-413 & §49-5-5610. It shall be the Teacher Candidate’s responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

Recognizing that Teacher Candidates enrolled at Institution will potentially participate in multiple field experiences at multiple facilities, LEA agrees to accept the results of the background check done prior to the Teacher Candidate’s initial field experience if the Teacher Candidate maintains continuous enrollment at the Institution and if the results of the background check are archived by the background check agency.

Institution shall inform Teacher Candidates excluded from clinical or field experiences on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

1. The Institution shall inform its Teacher Candidates of their responsibility for following the rules and regulations of the LEA, including recognition of the confidential nature of information regarding students and their records.
2. The Institution shall provide guidelines, procedures, and other relevant materials to allow the mentor teacher and university supervisor to function appropriately in supervision of the Teacher Candidates.
3. The Institution may pay a stipend or any other form of compensation to an LEA mentor teacher or school at an amount determined by the Institution. Payment is made based upon the number of Teacher Candidates assigned to the Schools and/or mentor teachers.
4. The Institution shall maintain all records and reports on Teacher Candidate experiences in accordance with the Institution’s policy and regulatory requirements.
5. Teacher Candidates shall not be considered as employees of the Institution or the LEA, nor shall Teacher Candidates receive any compensation for this clinical and/or field experience.
6. Provisions Applicable to the LEA
7. The LEA shall provide policies and procedures and other relevant materials to allow Teacher Candidates to function appropriately within the school district and individual school facility.
8. The Facility Principal, and/or his/her designee, and/or mentor teacher shall be expected to provide an orientation for Teacher Candidates.
9. The LEA and/or Facility Principal will select mentor teachers who have demonstrated superior teaching, professional and interpersonal skills, which enable them to fulfill their responsibilities as mentors and instructional role models.
10. Mentor teachers of Residency 2 Teacher Candidates must have four (4) years teaching experience to serve as a mentor teacher per TN State Board of Education policy. This policy does not apply to mentor teachers of Pre-Residency or Residency 1 Teacher Candidates.
11. The mentor teacher or designee shall evaluate the performance of individual Teacher Candidates as appropriate.
12. The LEA, Facility, or mentor teacher may not request Teacher Candidates to perform services in lieu of faculty or staff employees, such as serving as a substitute teacher in the absence of the mentor teacher.
13. The mentor teacher or designee shall be responsible for supervising Teacher Candidates while present at the Facility for clinical and/or field experiences.
14. General Provisions
15. The parties shall abide by all applicable Federal and State law pertaining to discrimination and hereby agree and assure that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of the party on the grounds of classifications protected by Federal or State law.
16. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 *et seq.*
17. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom that party is legally responsible.
18. Confidentiality of Records. All educational records created, disclosed, or maintained pursuant to the terms of this Agreement are confidential and shall be created, disclosed, and maintained pursuant to the provisions of Family Educational Right to Privacy Act, also known as FERPA (20 U.S.C.A. s1232g) and its regulations.
19. Illegal Immigrants. The parties hereby attest that they will not knowingly utilize the services of illegal immigrants in the performance of this Agreement and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of this Agreement. If a party is discovered to have breached this attestation, that party shall be prohibited from contracting with any state entity for a period of one (1) year from the date of discovery of the breach. A party may appeal the one (1) year by utilizing the established appeals process.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (LEA) **MIDDLE TENNESSEE STATE UNIVERSITY**

Signature:

 Shirman A. Thomas, Executive Director
 Procurement Logistic Services

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

Date: Date: