|  |  |
| --- | --- |
| **Mentor Teacher Agreement**  THIS AGREEMENT is made this Month day, Year, by and between District Board of Trustees, Florida SouthWestern State College, Florida hereinafter referred to as "FSW," and Independent Contractor hereinafter referred to as "Consultant."  **RECITALS**  WHEREAS, FSW is a State College operated by the State College District Board of Trustees under statutory authority and the rules of the State Board of Education with the primary mission and responsibility of responding to community needs for post-secondary academic education and technical degree education;  WHEREAS, Consultant is an individual or entity that provides professional services;  WHEREAS, FSW desires to utilize the services of Consultant, as an independent contractor, to provide services as described in section one; and  WHEREAS, Consultant desires to so render such professional services according to the terms and conditions set forth in this Agreement.  **OPERATIVE PROVISIONS**  NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:  1. Creation of Contractual Relationship. FSW hereby contracts with Consultant, and FSW and Consultant hereby agree that Consultant shall assist Florida SouthWestern State College by performing the following services:  A. Mentoring a teacher candidate during practicum or internship; AND  B. Completing all requisite evaluations.  During this time, the mentor agrees to provide feedback to the teacher candidate on his/her performance, rate the teacher candidate’s dispositions and performance, ensure that the teacher candidate works with both individual students, as well as small groups, conduct observations and complete evaluations of teacher candidates, and assist the teacher candidate as they gradually assume the responsibility for instruction within the classroom setting.  2. Term of Engagement. The term of this Agreement commences on Month day, year and terminates on Month day, Year or until otherwise terminated in accordance with the termination provisions of Paragraph 7 below.  3. Relationship Between Parties. Consultant is retained by FSW only for the purposes and to the extent set forth in this Agreement, and as may be more specifically directed and instructed by FSW from time-to-time, and Consultant's relation to FSW shall be that of an independent contractor. Consultant shall not be considered an employee, agent, or representative of FSW, nor be entitled to participate in any plans, | arrangements, or distributions by FSW pertaining to or in connection with any pension, stock, bonus, profit-sharing, or similar benefits for its employees, agents, and representatives.  4. Relationship Between Parties. Consultant is retained by FSW only for the purposes and to the extent set forth in this Agreement, and as may be more specifically directed and instructed by FSW from time-to-time, and Consultant's relation to FSW shall be that of an independent contractor. Consultant shall not be considered an employee, agent, or representative of FSW, nor be entitled to participate in any plans, arrangements, or distributions by FSW pertaining to or in connection with any pension, stock, bonus, profit-sharing, or similar benefits for its employees, agents, and representatives. Consultant, as an independent contractor, acknowledges that all employment taxes and employment insurance are the responsibility of the Consultant.  5. Duty to Perform Services. During the term of this Agreement, Consultant shall provide the services described in the attached scope of work. It is understood and agreed that FSW has no detailed control over the manner or method by which Consultant meets its obligations under this Agreement. Consultant agrees to exert Consultant's best efforts in providing services as provided by and under this Agreement. Consultant further agrees to observe and comply with the policies, standards, and procedures of FSW, as adopted from time-to-time by its Board of Trustees, provided they are reasonable and do not violate any rule, regulation, or law of any governmental body. Consultant acknowledges receipt of such policies, standards, and procedures of FSW.  6. Payment. FSW agrees to pay Consultant a sum of:  ☐ $325 for hosting/mentoring a Florida SouthWestern State College final intern student for 560 hours as a FSW Qualified Cooperating Teacher.    ☐ $300 for hosting/mentoring a Florida SouthWestern State College final intern student for 560 hours.  ☐ $125 for hosting/mentoring a Florida SouthWestern State College practicum student for 35 hours as a FSW Qualified Cooperating Teacher.  ☐ $80 for hosting/mentoring a Florida SouthWestern State College practicum student for 35 hours.  ☐ $75 for hosting/mentoring a Florida SouthWestern State College foundation student for 15 hours as a FSW Qualified Cooperating Teacher.  ☐ $50 for hosting/mentoring a Florida SouthWestern State College foundation student for 15 hours.  Payment will be made by Florida SouthWestern State College in one payment within thirty days following written notification to Florida SouthWestern State College that the mentoring services have been successfully completed and the mentoring paperwork has been completed. No payment will issue until the paperwork has been |
| completed. The mentoring paperwork that must be completed includes the following: 1) Mentor Teacher Application, 2) Principal Recommendation Form, 3) Proof of Clinical Educator Certification, 4) Proof of FL Teacher Certification, 5) Completed and Signed Independent Contractor Agreement, 6) Completed and Signed W-9, and 7) Check Request for services rendered, must be submitted within two weeks following the end of the semester.  Consultant shall not be paid for any preparation and travel time, or for any other time exclusive of services provided in section one. In the event that the student that Consultant is hosting/mentoring does not complete all the hours indicated above, the Consultant shall be paid on a pro rata basis for the services provided.  7. Termination of Agreement. This Agreement shall terminate upon the occurrence of one or more of the following events:   * Upon sixty (60) days prior written notice by either FSW or Consultant of its intent to terminate this Agreement; * Upon the suspension, revocation, or cancellation of Consultant's professional liability insurance or occupational or similar license (if required); or * Upon the material breach of this Agreement provided the complaining party gives the noncomplaining party ten (10) days prior notice in writing of the nature of the material breach. If the material breach is not remedied within ten (10) days, this Agreement will be deemed terminated.   8. Use of FSW Name or Marks. Contractor shall not use College’s name, trademarks or service marks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of FSW’s Vice President of Operations.  9. Notices. Whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given when delivered by personal delivery or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the party to whom such notice is to be given as follows: 1) To Florida SouthWestern State College, 8099 College Parkway, Fort Myers, FL 33919, Attn: Vice President, of Operations, 2) To Consultant at the Name and address listed in the signature line.  10. Nonassignability. This Agreement is personal to Consultant. Consultant shall not assign, pledge, or transfer any interest in this Agreement, nor delegate any duty, obligation, and responsibility hereunder, without the prior written consent of FSW.  11. Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and said counterparts shall constitute but one and the same agreement which may sufficiently be evidenced by one counterpart. Facsimile copies of executed documents shall be deemed originals for all purposes. | 12. Binding Effect. This Agreement is not binding upon FSW, the State Board of Education of Florida, or the District Board of Trustees of FSW until it has been signed by a person with a specific delegation of authority to sign on behalf of FSW.  13. Modification. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any change or modification is sought. This instrument by its terms does hereby revoke any and all prior understandings of the parties whether oral or written.  14. Severability. In the event one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.  15. Construction. In the event of any dispute as to the precise meaning of any term contained herein, the principles of construction and interpretation requiring written documents be construed against the party preparing the written document shall not be applicable.  16. Situs. This document shall be interpreted and enforced in accordance with the laws of the State of Florida and the rules and regulations of the District Board of Trustees of FSW. Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in Lee County, Florida.  17. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, all prior negotiations, understandings, and agreement, whether oral or written, with respect to the subject matter contained herein.  18. Equal Opportunity. Florida SouthWestern State College, an equal access institution, prohibits discrimination in its employment, programs and activities based on race, sex, gender identity, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information or veteran's status. Questions pertaining to educational equity, equal access or equal opportunity should be addressed to the College’s Title IX Coordinator/Compliance Officer., 8099 College Parkway, Fort Myers, Florida 33919, [Compliance@fsw.edu](mailto:Compliance@fsw.edu), 239.489.9051 or to the Assistant Secretary for Civil Rights, United States Department of Education. |
| IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written with the intent to be legally bound.  Consultant  By: | District Board of Trustees, Florida SouthWestern State College  BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Jason Dudley  Vice President IT & Digital Strategies/Chief Information Officer |

**Mentor Teacher Scope of Work**

* Exchange contact information with teacher candidate (telephone number, e-mail, etc.)
* Introduce teacher candidate to class and other appropriate school personnel (e.g. Principal, Assistant Principal, School Secretary, etc.)
* Ensure that teacher candidate is aware of all local school regulations, expectations, and initiatives, including curriculum maps and pacing guides
* Provide teacher candidate with activities designed to acclimate him/her to the class, school, and work space in the beginning of field experience (e.g. grade papers, take attendance, tutor students, etc.)
* Collaborate with the teacher candidate in the design and development of at least five lessons for teacher candidate to develop and teach lessons to the class (Final Internship and Practicum only)
* Provide weekly oral or written feedback to the teacher candidate on his/her performance
* Review teacher candidate’s goals and Field Experience Expectations that have been established by the Field Experience Coordinator and the supervising professor(s)
* Ensure the teacher candidate works with both individual students and small groups
* Conduct observations and complete evaluations of teacher candidates using FSW evaluation forms
* Assist the teacher candidate as he/she gradually assumes the responsibility for instruction within the classroom setting (Final Internship and Practicum only)
* Provide assistance and feedback on teacher candidate professional development through feedback and guidance on professionalism and awareness of instructional strategies and resources
* Complete, collect, and share data and evaluation forms in a timely fashion with Field Experience Coordinator

**Hours Worked:**

* 15 hours with a Foundation student
* 35 hours with a Practicum student
* 560 hours with a Final Intern

**Expertise:**

Mentor teacher holds a valid Florida Teaching Certificate and Clinical Educator Training Certificate.

Mentor teacher has completed three successful years of teaching.

Mentor teacher has been recommended to hold Mentor Teacher position by principal or supervisor.