

**THE UNIVERSITY OF FLORIDA
AGREEMENT
FOR
STUDENT TEACHER INTERNSHIP**

THIS AGREEMENT FOR STUDENT TEACHER INTERNSHIP (“Agreement”), dated as of _____, 20__ (“Effective Date”), is entered into by and between The School Board of Broward County, Florida, the internship site (the “District”), and the University of Florida Board of Trustees, a public body corporate of the State of Florida, for the benefit of its College of Education (the “University”), also referenced as the “Party” or collectively as the “Parties.”

PURPOSE

- A. WHEREAS, the University has a responsibility to students in College of Education (hereafter “UF Students”) who require clinical field experience in various disciplines to complete their professional preparation and development;
- B. WHEREAS, the District, in support and enhancement of the educational programs of the University, is willing and qualified to provide a practical setting at its facilities for UF Students to participate in activities designed to enhance their educational experience, commonly referenced as a clinical field placement (the “Internship”);
- C. WHEREAS, the educational programs of the University will be enhanced through its relationship with the District and its cooperative efforts; and
- D. WHEREAS, the District will benefit through the skills and efforts of UF Student(s) during the internship period.

NOW, THEREFORE, in consideration of the foregoing premises, agreements and acknowledgments contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

- 1. Term of Agreement. Unless terminated earlier pursuant to Section 14 of this Agreement, the term of this Agreement shall commence upon the execution of all parties and shall conclude on June 30, 2022 (“Term”); and may be renewed for two (2) additional one (1) year periods if both Parties agree in writing thirty (30) calendar days prior to the expiration of the Term.
- 2. UF Student Participation and Assignment. The University shall determine, in its sole discretion, which of its enrolled students are eligible to participate in the Internship. The University shall request placement of an eligible UF Student(s) for an Internship at the District. The UF Student is required to provide an agreed upon number of hours of Internship participation at the District each week during the Internship period. The UF Student assignment schedule shall be set by the District, in consultation with the College of Education (the “COE”) and may be modified by mutual agreement of the District, and

the University without formal amendment to this Agreement.

3. Right to Refuse. The District shall have the right to refuse to accept any UF Student(s) assigned to the District by notifying the University, in writing or email, within thirty (30) days of said assignment.
4. Educational Plan. The District shall allow the UF Student to participate in various activities during the Internship, including but not limited to those activities that will further the educational goals of the student. The objective of the Internship is for the UF Student to have practical experiences that enhance the course work completed at the University.
5. Educational Program. The University shall plan and administer the educational program for its students and be responsible for the enrollment of its students in University courses, including the Internship.
6. UF Student Records. The University shall maintain all UF Student educational records and reports relating to the University's educational programs completed by UF Students during the Internship.
7. District Disclosure of Education Records to UF Students.
 - (a) The District will provide UF Students the records listed in this section for the purpose of classroom observations, classroom instruction, District student work evaluation, and classroom assistance, pursuant to this Agreement.
 - (b) The District will provide UF Students the following District student education records:
 - 1) academic records
 - 2) attendance records
 - 3) emergency contact records
 - 4) additional education records necessary for the UF Students to complete his/her responsibilities, pursuant to this Agreement.
 - (c) UF Students are considered "school officials" with a legitimate educational interest to receive the types of information from District education records listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.
 - (d) UF Students will sign and acknowledge the Pledge to Safeguard Student privacy attached hereto as Attachment "A".
 - (e) UF Student(s) shall not take, capture or record any photographs or any audio or video recordings while on any District facilities, except as permitted in Section 8 below.
8. Video Streaming or Recording for UF Student Evaluation. The University may video stream or record UF Student Interns teaching a class for evaluation purposes only. If the stream or recording will contain footage of District students, the University will provide a parental consent form to the District for distribution to District students' parents or guardians. Prior to any streaming or recording for evaluation purposes, the District must receive prior written consent from the parents, or students age 18 or over, of all District

students who may be recorded, by video or audio, in the stream or recording. District students without signed parental consent forms will not be included in the stream or recording. Because the University is creating this video stream or recording, said video stream or recording is not a District student record. However, if the Department of Education deems such video stream or recording a confidential student record, the University will maintain said confidential student record in compliance with the Family Educational Rights and Privacy Act ("FERPA") and all other state and federal laws relating to the confidentiality of k-12 student records.

Although no student education records shall be disclosed to UNIVERSITY pursuant to this Agreement, should UNIVERSITY come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

9. UF Student Supervision and Evaluation. The District shall ensure that its qualified employees supervise the UF Student(s) in the performance of their duties during the Internship and shall evaluate the UF Student(s) performance regularly, using a standard evaluation form provided by the University. The University shall provide a person to serve as its Internship Coordinator to oversee its education program and coordinate program activities with the District.
10. UF Student Use of District Facility. The District shall permit the UF Students to use its facilities and amenities, including but not limited to office/workspace, cafeteria, restrooms and parking on the same basis utilized by its employees.
11. District Background Checks. The University does not perform background checks on UF Students. As required by the District, the District shall provide the University with a security background information form to be completed by the UF Student(s) and provide a process for fingerprinting and criminal records background check to be performed by the District or another entity at its discretion and at student expense. The District, in its sole discretion, shall determine whether a UF Student has satisfactorily cleared the security screening.
12. Notification of Site Requirements. The District shall notify the University, in writing or email, of any District specific Internship requirements and/or rules prior to student placement. Upon notification by the District, the University shall notify the UF Student(s) of any District specific Internship requirement(s) as a condition of their participation, including but not limited to background checks, participation agreements, and required vaccinations. The University shall notify the UF Student(s) of any District specific rules and/or policies provided by the District to the University, and the student's obligation to follow said rules and/or policies in order to successfully complete the Internship.
13. Student Conduct. UF Students are not employees or agents of the University. Accordingly, the University is not responsible for the conduct of its students during the Internship. During the Internship, UF Students are required to follow the University's Code of Conduct, University regulations relating to student conduct and academic honesty. If a UF Student's conduct rises to the level of violation of the University's Code of Conduct, the District agrees to promptly notify the University in writing. The University shall honor any request by the District to remove a UF Student from the Internship whose conduct or performance is not, in the District's opinion, professionally

acceptable.

14. Safety and Security Information. The District will provide the UF Students with information regarding any known risk or safety issues surrounding the UF Student's Internship environment. In addition, the District will provide the student with applicable safety protocols and training necessary for their safe and successful participation in the Internship.
15. Termination. This Agreement may be terminated by either Party with or without cause upon thirty (30) calendar day's written notice to the other party of its desire to terminate this Agreement.
16. Liability. Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of their respective officers, employees, servants, and agents thereof while acting within the scope of their employment. The University and the District further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the University or the State of Florida or its officers, employees, servants, agents and agencies to be sued; and (3) a waiver of sovereign immunity of the University, District or the State of Florida beyond the limited waiver provided in section 768.28, Florida Statutes.
17. Insurance.
 - a. University. The University, as a public body corporate, participates in the State of Florida's Risk Management Trust Fund for purposes of general liability, workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to University's officers, employees, servants, and agents while acting within the scope of their employment or agency. **UF Students are not officers, employees, servants or agents of the University and are not covered under the University's insurance.**
 - b. District. The District represents it has obtained and shall keep in force during the Term of this Agreement, at the District's expense, commercial general liability insurance insuring against bodily injury and property damage liability, with a combined single limit of not less than \$1,000,000.00 per injury or occurrence with respect to any insured liability. Evidence of Insurance must be provided in the form of a Certificate of Insurance made out to the University within fifteen (15) days of the date of this Agreement.
18. Educators Liability Insurance. The District shall include UF Students under its liability program to the same extent accorded to certified teachers employed by the District and shall notify the student electronically or in writing of the availability of said educator liability insurance under section 1012.75, Florida Statutes. In accordance with section 1012.39(3), Florida Statutes, the University or the District may **not** require a student enrolled in a state-approved teacher preparation program to purchase liability insurance as a condition of participation in any clinical field experience or related activity on the premises of an elementary or secondary school.
19. Non-Discrimination Policy. The Parties agree that in fulfilling their obligations under this Agreement, no person shall be subjected to discrimination based on age, race, color,

disability, gender identity, gender expression, marital status, national origin, creed, religion, sex, sexual orientation, political opinions or affiliations, genetic information or veteran status.

20. Compliance with Law. The Parties agree to comply with all applicable state and federal laws and regulations, including but not limited to antidiscrimination laws such as the Americans with Disabilities Act and its amendments. The District further agrees that it shall be solely responsible for ensuring the Internship, its facilities and equipment are accessible to UF Students with disabilities.
21. Public Records. This Agreement is and any other documents made or received by the University in connection with this Agreement are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise deemed confidential and/or exempt from disclosure.
22. Representatives. The following Party Representatives are the primary point of contact for the Internship and are designated as follows:
 - a. University: **Rebecca Kidwell**, Field Coordinator, College of Education, 1-106 Norman Hall, PO Box 117042, Gainesville, FL 32611-7042, rkidwell@coe.ufl.edu, (352) 273-4376.
 - b. District: **Michele Gallagher**, Field Experience Coordinator, 3200 College Avenue #280 Davie, FL 33314, michele.gallagher@browardschools.com, (954)236-1337
- In the event that different representatives are designated by either Party after execution of this Agreement, the name and contact information of the new representatives shall be furnished in writing to the other Party.
23. Notices. All notices required or permitted pursuant to this Agreement shall be in writing and sent via email to the Party Representatives listed in provision 20.
24. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
25. 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.
26. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
27. 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.
28. Severability. This Agreement is severable such that should any provision of this

Agreement be or become invalid or unenforceable, the remaining provisions shall continue in full effect.

29. 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.
30. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns; however, no party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other party.
31. Independent Contractor. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties. Neither shall be bound by the acts or conduct of the other.
32. Counterparts. This Agreement may be executed in counterparts. The signature page of this Agreement may be delivered by facsimile or other electronic transmission and the signatures thereon shall be deemed effective upon receipt by the intended receiving party.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

FOR DISTRICT:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Eric Abend
Digitally signed
by Eric Abend
Date: 2020.09.01
09:07:45 -04'00'

Office of the General Counsel

FOR THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES:

By: Joseph Glover

Name: Joseph Glover

Title: Provost and Senior Vice President for Academic Affairs

Date: 8/27/2020 | 1:37 PM EDT

Recommended By: Nancy Waldron

Name: Nancy Waldron

Title: Associate Dean for Student Affairs

Date: 08/19/2020

Attachment A

UF Student Intern's Pledge to Safeguard SBBC Student Privacy

WHEREAS, the UF Student will gain practical experience as part of their University course curriculum by completing an internship within The School Board of Broward County, Florida ("SBBC") schools; and

WHEREAS, the UF Student may, during their internship, observe education records and personally identifiable information in education records; and

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99. 1 et seq. make personally identifiable information (PII) in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties;

NOW, THEREFORE, UF Student hereby pledges and agrees as follows:

1. Confidentiality

All education records and observable student classroom behaviors and activities are confidential. Should UF Student observe education records during the course of their internship, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Furthermore, UF Students may not disclose any personal identifiable information of students, observed or learned during their internship.

University Student hereby acknowledges that all documents that include personally identifiable information are deemed confidential pursuant to FERPA and will **not** be disclosed by University Student to any third party.

2. Individual Data Disclosure

University Student cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third-party any student data or information in any form whatsoever or under any circumstances which would directly or indirectly make a student's identity easily traceable.

UF Student shall not take, capture or record any photographs or any audio or video recordings while on any SBBC facilities.

ACCEPTED AND AGREED TO:

Signature of UF Student: _____

Dated: _____

Print Name of UF Student: _____