



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2020-10-06 10:05 - School Board Operational Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	I. OFFICE OF THE SUPERINTENDENT
<b>DEPARTMENT</b>	Teacher Professional Learning & Growth

<b>Special Order Request</b> <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
<b>Open Agenda</b> <input type="radio"/> Yes <input checked="" type="radio"/> No

**ITEM No.:**  
1-5.

**TITLE:**  
Affiliation Agreements with The University of Florida Board of Trustees and The College of Health and Human Services, Entity of Western Kentucky University

**REQUESTED ACTION:**  
Approve the Affiliation Agreements for The University of Florida Board of Trustees and The College of Health and Human Services, Entity of Western Kentucky University to provide internship opportunities for their students.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The University of Florida Board of Trustees and The College of Health and Human Services, Entity of Western Kentucky University offer its students, majoring in various fields of study, opportunities to gain practical experience as part of the course curriculum. Students from these programs are required to participate in a field experience/internship program. These Affiliation Agreements would provide internship opportunities for The University of Florida Board of Trustees and The College of Health and Human Services, Entity of Western Kentucky University students within Broward County Public Schools. These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction     Goal 2: Safe & Supportive Environment     Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
There is no financial impact to the District.

**EXHIBITS: (List)**  
(1) University\_of\_Florida\_Attachment (2) Western\_Kentucky\_University

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

<b>SOURCE OF ADDITIONAL INFORMATION:</b>	
Name: Dr. Fabian H. Cone	Phone: 754-321-5018
Name: Pamela Voss	Phone: 954-235-1337

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Senior Leader & Title**

Valerie S. Wanza - Chief School Performance & Accountability  
**Officer**  
Signature  
Valerie S. Wanza  
9/23/2020, 4:47:25 PM

Approved In Open Board Meeting On: OCT - 6 2020  
By: *Donna Goss*  
School Board Chair

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

THIS AGREEMENT FOR STUDENT TEACHER INTERNSHIP ("Agreement"), dated as of October 6, 2020 ("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](mailto: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](mailto: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.



(Corporate Seal)

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

**FOR DISTRICT:**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Donna Korn  
Donna P. Korn, Chair

Approved as to Form and Legal Content:

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

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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: \_\_\_\_\_

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 6<sup>th</sup> day of October, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**THE COLLEGE OF HEALTH AND HUMAN SERVICES, ENTITY OF WESTERN  
KENTUCKY UNIVERSITY**  
(hereinafter referred to as "UNIVERSITY"),  
whose principal place of business is  
1906 College Heights Boulevard, #11038, Bowling Green, Kentucky 42101

**WHEREAS**, the UNIVERSITY students will gain practical experience as part of the UNIVERSITY course curriculum by completing internships within the SBBC schools; and

**WHEREAS**, SBBC and UNIVERSITY wish and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program (hereinafter referred to as the "Program") for the classroom field placement of selected University students enrolled at UNIVERSITY with the mutual objective of preparing students for entry into the teaching profession.

**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.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution of all parties and shall conclude on June 30, 2022; and may at the sole discretion of SBBC, be renewable for two (2) additional one (1) year periods.

### 2.02 **UNIVERSITY Responsibilities.**

2.02.1 UNIVERSITY shall plan and administer the UNIVERSITY educational program for its students and be responsible for the enrollment of its students in UNIVERSITY courses, including the clinical field placement.

2.02.2 UNIVERSITY shall maintain all educational records and reports relating to the UNIVERSITY educational programs completed by UNIVERSITY students during the clinical field experience.

2.02.3 UNIVERSITY shall determine, in its sole discretion, which of its enrolled students shall be eligible to participate in the Program.

2.02.4 UNIVERSITY shall provide a person to serve as its Coordinator to oversee its educational program and coordinate Programmatic activities with SBBC.

2.02.5 UNIVERSITY shall work through the SBBC department of Teacher Professional Learning and Growth to determine in advance placement sites for UNIVERSITY teachers in the Program, including dates and the number of UNIVERSITY students.

2.02.6 UNIVERSITY shall instruct its participating UNIVERSITY students to complete a security information background check form provided by SBBC and to submit to fingerprinting and criminal records background check to be performed by SBBC or at its direction.

2.02.7 UNIVERSITY shall, in consultation with SBBC, be responsible for grading of the field placement experience and determining whether a UNIVERSITY student has completed the requirements of the UNIVERSITY educational program.

2.02.8 UNIVERSITY students shall not be considered as employees or agents of the UNIVERSITY.

2.02.9 UNIVERSITY shall be responsible for providing professional development seminars to its students in the Program. SBBC may be requested to assist in such seminars.

2.02.10 UNIVERSITY shall be solely responsible for the conduct of any proceedings of its students related to academic or behavioral matters.

2.02.11 UNIVERSITY agrees to inform UNIVERSITY students that they are responsible for the rules and regulations of SBBC, including recognition of the confidential nature of information regarding pupils and their records.

2.02.12 UNIVERSITY will provide SBBC with a copy of course objectives for the learning experience. SBBC, together with UNIVERSITY, will make arrangements for evaluating the learning experience.

2.02.13 UNIVERSITY to instruct UNIVERSITY students that they shall not take, capture or record any photographs or any audio or video recordings while on any SBBC facilities.

### 2.03 **SBBC Responsibilities.**

2.03.1 SBBC shall be responsible for the conduct of its operations, supervision of its staff and the education of its students. UNIVERSITY shall not control any of SBBC's property or operations.

2.03.2 SBBC shall provide forms for UNIVERSITY to use as student teacher applications.

2.03.3 SBBC shall determine, in consultation with UNIVERSITY, the UNIVERSITY students who will be placed at SBBC schools and which schools.

2.03.4 SBBC shall provide to UNIVERSITY students a security background information form to be completed by UNIVERSITY students and provide a process for fingerprinting and criminal records background check to be performed by SBBC or at its direction. SBBC shall determine whether a UNIVERSITY student has satisfactorily cleared the security screening.

2.03.5 SBBC shall, in consultation with UNIVERSITY, assign its teachers to serve as supervising teachers for the evaluation of the UNIVERSITY students. SBBC supervising teachers shall complete evaluation forms provided by UNIVERSITY. Site supervisors selected by SBBC will a) assist in orienting students to the school, the classroom and the pupils; b) Explain all school and district policies, rules, and regulations to students; c) provide prompt and substantive feedback to students regarding performance activities and interactions with SBBC personnel, pupils and parents; d) complete evaluations of student progress and submit them to UNIVERSITY after reviewing them with applicable students; e) immediately inform the UNIVERSITY faculty supervisor of any concerns regarding a student; f) establish a time to meet and discuss with students their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For Student Teaching) supervise students on a daily basis if the site supervisor is absent from the classroom, under no circumstance can a student even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated by SBBC and the UNIVERSITY.

2.03.6 SBBC shall provide the UNIVERSITY with written performance evaluation feedback about the University student and completion logs based on the Florida Educator Accomplished Practices (FEAPS) with prior the written consent of the UNIVERSITY student.

2.03.7 UNIVERSITY students shall not be deemed to be employees of SBBC for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the Program. Each student is placed with SBBC to receive clinical field experience as a part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision.

At no time during their practicum shall students replace or substitute for any employee of SBBC. This provision shall not be deemed to prohibit the employment of any such student by the District under a separate employment agreement for separate or additional duties.

2.03.8 SBBC agrees that UNIVERSITY students assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control and responsibility of SBBC.

2.03.9 SBBC shall retain the right in its sole discretion, to request the removal of any individual from any area of the school premises. UNIVERSITY Students shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SBBC representative.

2.03.10 SBBC will provide to UNIVERSITY students the policies and procedures and other relevant materials to allow students to function appropriately within the school.

2.03.11 SBBC will permit students access to the library facilities/curriculum laboratories available to personnel. UNIVERSITY students may not remove materials from the school without appropriate approval.

2.03.12 SBBC shall keep confidential and shall not disclose to any person or entity a) SBBC student applications; b) SBBC student health records or reports; and/or c) any SBBC student records not listed in Section 2.04 as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, except as permitted or required by law.

2.03.13 UNIVERSITY students shall not be considered employees or agents of SBBC.

2.03.14 SBBC acknowledges: (a) a Student's provision of services in the clinical or field experience will not displace SBBC employees or provide any immediate advantage to the site; (b) no participating Student will be entitled to employment by the SBBC following internship; and (c) this internship will be without compensation to the Student.

#### 2.04 **SBBC Disclosure of Education Records.**

(a) SBBC will provide UNIVERSITY student the records listed in this section for the purpose of classroom observations, classroom instruction, SBBC student work evaluation, and classroom assistance, pursuant to this Agreement.

(b) SBBC will provide UNIVERSITY student the following SBBC student education records:

- 1) academic records
- 2) attendance records
- 3) emergency contact records
- 4) additional education records necessary for the UNIVERSITY student to complete his/her responsibilities, pursuant to this Agreement.

(c) UNIVERSITY student is considered a "school official" with a legitimate educational interest to receive the types of information from SBBC 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.

#### **2.05 UNIVERSITY Confidentiality of SBBC Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, UNIVERSITY shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

**2.06 Inspection of UNIVERSITY'S Records by SBBC.** UNIVERSITY shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of UNIVERSITY's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to UNIVERSITY's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to UNIVERSITY pursuant to this Agreement. SBBC's agent or its



authorized representative shall provide UNIVERSITY with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the UNIVERSITY's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. UNIVERSITY shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **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 SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Teacher Professional Learning and Growth The School Board of Broward County, Florida 3531 Davie Road Davie, FL 33314
To CHHS, WKU:	Dr. Danita Kelley, Associate Dean College of Health and Human Services Western Kentucky University 1906 College Heights Boulevard, #11038 Bowling Green, KY 42101

2.08 **Background Screening.** UNIVERSITY shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with 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 SBBC in advance of UNIVERSITY or its personnel providing any services under the conditions described in the previous sentence. UNIVERSITY students shall 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 and its 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 SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. UNIVERSITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from UNIVERSITY failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.10 **Insurance Requirements.** SBBC acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes or Kentucky Revised Statutes 44.070 et.seq., that SBBC is self-insured for general liability under Florida Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Each party further acknowledges to maintain, at its sole discretion, Specific Excess General Liability in the amount of \$1,000,000 combined single limit per occurrence, solely for any liability resulting from entry of a claims-bill pursuant to Section 768.28(5) Florida Statutes, or liability imposed pursuant to Federal Law. The University maintains Directors and Officers/Employment Practices Liability insurance covering the University as an entity and its officers and employees against claims in the amount of Five Million Dollars aggregated per year. This policy excludes coverage for bodily injury and property damage and also no coverage shall apply to a claim brought by or on behalf of an individual seeking damage for loss sustained by an individual caused by a health care provider's provision of, or failure to provide, medical, dental, or psychological treatment, diagnosis or consultation.

1. Self-insured Workers' Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/ disease-policy limit).

2. Automobile Liability Insurance: Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage. Student vehicles are not covered under university policy.

3. Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28 Florida Statute or Kentucky Revised Statute 44.070 et. seq.

(a) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

2. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

2.11 **Liability**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.12 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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 Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Entirety of 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.

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

3.10 **Assignment.** Neither this Agreement nor 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 SBBC.

3.11 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, 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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.12 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.13 **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.

3.14 **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.

3.15 **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 unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.16 **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.

3.17 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.18 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.19 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.20 **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.

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

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**



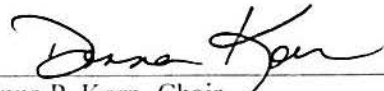
(Corporate Seal)

ATTEST:


  
Robert W. Runcie, Superintendent of Schools

**FOR SBBC:**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

Digitally signed by  
Eric Abend  
Date: 2020.09.01  
09:25:54 -04'00'  
  
Office of the General Counsel

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FOR UNIVERSITY

(Corporate Seal)

THE COLLEGE OF HEALTH AND  
HUMAN SERVICES, ENTITY OF  
WESTERN KENTUCKY UNIVERSITY

ATTEST:

By Darinda Kelley

\_\_\_\_\_, Secretary

-or-  
Vayhan Wells  
Witness

Jeff L. English  
Witness

The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Kentucky

COUNTY OF Warren

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of  
August, 2020 by \_\_\_\_\_ of

Name of Person  
\_\_\_\_\_, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

February 13, 2022

Stephanie B. Wood  
Signature - Notary Public

Stephanie B. Wood  
Printed Name of Notary

(SEAL)

\_\_\_\_\_  
Notary's Commission No.