

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 220070  
 Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Must Have Board Approval over \$100,00.00

Date Submitted: 11/1/2021

Name of Contract Initiator: Jennifer Shepard

Telephone #: 9043366951

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: University of Florida

Contract Title: UF Agreement for Student Teacher Leadership - College of Education

Contract Type:  New  Renewal  Amendment  Extension  Previous Year Contract #

Contract Term: Effective until terminated by either party.

Renewal Option(s): 30 day Written Notice to Terminate

Contract Cost: \$0

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # \_\_\_\_\_

Funding Source: Budget Line # \_\_\_\_\_

**NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

**INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

Completed Contract Review Form

SBAO Template Contract or other Contract (NOT SIGNED by District / School)

**SIGNED Addendum A (if not an SBAO Template Contract)\***

*\* See email from UF*

RECEIVED  
NOV - 3 2021  
PURCHASING

*\*This Statement MUST BE included in the body of the Contract:*

*"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*

**Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:**

*COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.*

*General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.*

*Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).*

*Workers' Compensation = \$100,000 Minimum*

*[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].*

State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

COVID-19 Waiver (If Applicable)

Release and Hold Harmless (If Applicable)

RECEIVED  
11/10/2021  
SBAO

**\*\* AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department Review Date <u>11/8/2021</u>	<u>No Cost - New Agreement</u>
School Board Attorney Review Date <u>11/23/21</u>	<u>Re-written - Corrected -</u> <u>* See TAB *</u>
Other Dept. as Necessary Review Date	<u>Use Re-Written Agreement Attached</u>
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR</b>
FINAL STATUS	<input checked="" type="checkbox"/> <b>APPROVED</b> DATE: <u>11/24/2021</u>

\*TAB\*

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

THIS AGREEMENT FOR STUDENT TEACHER INTERNSHIP (“Agreement”), dated as of December , 2021\_ (“Effective Date”), is entered into by and between The School Board of Clay County, Florida, the internship site (the “School 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-COE (the “University”), also referenced individually as the “Party” or collectively as the “Parties.”

**PURPOSE**

- A. The University has a responsibility to its students in the College of Education who require clinical field experience in various disciplines to complete their professional preparation and development.
- B. The School 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 University students to participate in activities designed to enhance their educational experience, commonly referenced as a clinical field placement (the “Internship”).
- C. The educational programs of the University will be enhanced through its relationship with the School District and its cooperative efforts.
- D. The School District will benefit through the skills and efforts of University student(s) during the internship period.

THEREFORE, in consideration of the foregoing, the Parties agree as follows:

- 1. Term of Agreement. The term of this Agreement shall commence upon the Effective Date and continue until terminated by either Party pursuant to provision 14 of this Agreement (“Term”).
- 2. 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 assign an eligible student(s) for an Internship at the School District. The student is required to provide forty (40) hours of Internship participation at the School District each week during the Internship period. The student assignment schedule shall be set by the School District, in consultation with the student and may be modified by mutual agreement of the School District, the student and the University without formal amendment to this Agreement.

3. Right to Refuse. The School District shall have the right to refuse to accept any student(s) assigned to the School District by notifying the University, in writing, within thirty (30) days of said assignment.
4. Educational Plan. The School District shall allow the 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 student to have practical exposure to 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. University Student Records. The University shall maintain all student educational records relating to the University's educational programs during the Internship.
7. Student Supervision and Evaluation. The School District shall ensure that its qualified employees supervise the students in the performance of their duties during the Internship and shall evaluate the student(s) performance monthly, 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 School District.
8. Video Streaming or Recording for University Student Evaluations. The University may video stream or record student interns teaching a class for evaluation purposes only. If the stream or recording will contain footage of School District students, the University will provide a parental consent form to the School District for distribution to School District students' parents or guardians. School 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 School District student record. However, if the Department of Education deems such video stream or recording a confidential student record, the University will maintain said 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. For the above-mentioned limited purpose, the School District deems the University a school official with a legitimate educational interest in accessing said student record information. Other than video streaming or recording for UF Student Intern evaluation purposes, no information from School District student records shall be disclosed to the University.
9. Student Use of School District Facility. The School District shall permit the students to use its facilities and amenities, including but not limited to office/work space, cafeteria, restrooms and parking on the same basis utilized by its employees.
10. School District Background Checks. The University shall inform Students that pursuant to Florida Statute 1012.32(2), or other applicable Florida statutes, the Students must complete a

Level 2 (state and national/FBI) background check at their own expense. Fingerprinting must be done as directed by the School District. The School District is responsible for clearing Students based upon School District's guidelines for clearing other interns prior to the Students entering any classroom in the or otherwise having direct contact with students of the School District. University does not perform background checks on students

11. Notification of School District Requirements. The School District shall notify the University, in writing, of any School District specific Internship requirements and/or rules prior to student placement. Upon notification by the School District, the University shall notify the student(s) of any School District specific Internship requirement(s) as a condition of their participation, including but not limited to background checks, participation agreements required vaccinations. The University shall notify the student(s) of any School District specific rules or policies provided by the School District to the University, and the student's obligation to follow said rules and policies in order to successfully complete the Internship.
12. Student Conduct. University students are not employees or agents of the University. Accordingly, the University is not responsible for the conduct of its students during the Internship.
  - a. During the Internship, students are required to follow the University's Student Code of Conduct, a University regulation relating to student conduct and academic honesty. If a student's conduct rises to the level of violation of the University's Student Code of Conduct, the School District agrees to promptly notify the University in writing.
  - b. The University shall honor any request by the School District to remove a student from the Internship whose conduct or performance is not, in the School District's opinion, professionally acceptable.
13. Safety and Security Information. The School District will provide the student with information regarding any known risk or safety issue surrounding the student's Internship environment, extending to parking areas, transportation and path of travel. In addition, the School District will provide the student with applicable safety protocols and training necessary for their safe and successful participation in the Internship.
14. 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. Notwithstanding any such termination, all Students already enrolled in and participating in education experiences at School District on the effective date of termination shall be given a period of time not to exceed six (6) months in which to complete their education experiences at School District.
15. 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 School 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 either Party or its officers, employees, servants, agents and agencies to be sued; and (3) a waiver of sovereign immunity by either Party beyond the limited waiver provided in section 768.28, Florida Statutes.

16. 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. **Students are not officers, employees, servants or agents of the University and are not covered under the University's insurance.**

b. School District. The School District, as a public body corporate, is self-insured up to the limits of its liability pursuant to F.S. 768.28, for purposes of general liability, workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to School District's officers, employees, servants, and agents while acting within the scope of their employment or agency. **Students are not officers, employees, servants or agents of the School District and are not covered under the School district's insurance.**

17. Professional Liability Insurance. The District shall include student interns 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 and 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.

18. 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.

19. 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 School District further agrees that it shall be solely responsible for ensuring the Internship, including facilities and equipment, are accessible to student with disabilities.

20. 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.
21. Representatives. The following Party Representatives are the primary point of contact for the Internship and are designated as follows:
- a. University: Rebecca Kidwell, Field Experience Coordinator, College of Education, 1002 Norman Hall, PO Box 117042, Gainesville, FL 32611-7042, [rkidwell@coe.ufl.edu](mailto:rkidwell@coe.ufl.edu), (352) 273-4376
  - b. School District: Jennifer Shepard, Supervisor, Professional Learning, School Board of Clay County, Florida, 900 Walnut Street, Green Cove Springs, Florida 32043, [Jennifer.shepard@myoneclay.net](mailto:Jennifer.shepard@myoneclay.net)

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.

22. 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 21.
23. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any litigation between Parties shall be commenced and maintained exclusively in state courts in and for Clay County, Florida.
24. 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.
25. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
26. 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.
27. 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.
28. 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.

- 29. 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.
- 30. 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.
- 31. 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.

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: THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

FOR: THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES:

By: Mary S. Bolla  
 Name: Mary S. Bolla  
 Title: Board Chair  
 Date: 2/3/22

By: Joseph Glover  
 Name: Joseph Glover  
 Title: Provost and Senior Vice President of Academic Affairs  
 Date: 12/21/2021 | 10:46 AM EST

Approved By: J. Bruce Bickner  
 Name: J. Bruce Bickner  
 Title: School Board Attorney  
 Date: 2/3/22

Recommended By: Tina Smith-Bonahue  
 Name: Tina Smith-Bonahue  
 Title: Associate Dean for Student Affairs  
 Date: 12/20/2021