

APPROVED

Pending Comments *
below Addressed ↓

4901131

CONTRACT REVIEW FORM ("CRF")		BOARD MEETING DATE:
Date Submitted: 4/26/19		WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
Contract Initiator (Name of Person Overseeing the Contract): Jamie Iannone		Telephone Number: 904-336-6951
School/Department Submitting Contract: Professional Development		
Vendor/Contractor Name: University of West Florida		
Contract Title: University of West Florida Agreement		
Contract Type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Extension <input type="checkbox"/>		Date Original Contract Approved:
Contract Term: No term limit		Renewal Option(s): Auto Renew
Contract Cost: <input checked="" type="checkbox"/> Payment Schedule (Monthly? Upon delivery? When finished?):		Annually
Funding Source: N/A		Purchase Requisition No.:
Strategic Plan Tie-in Explanation: Goal 5: Develop and support great educators, support personnel, and leaders.		
Pre-Approved by Superintendent or Designee? Yes _____ No _____		
Additional Information:		

SBAO
RECEIVED
4/29/19

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- Completed Contract Review Form
- SBAO Template Contract or other Contract (with all basic and mandatory terms)
- SIGNED 2018 Addendum A (if not an SBAO Template Contract)* (see printed emails)
*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: (see printed emails)
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].

Approvals

Comments

Department	Approved	Denied	Comments
Purchasing Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No cost
Review Date: 4/29/19	B78		
Risk Management Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
School Board Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Need to fill in 1.6 sec. VIII; Prod. Liab. ins. is attached; CRF is self-insured
Review Date: 4/30/19	JB		small change in language p. 5+6
Information & Technology Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	* Needs to be initiated by "University"
Review Date:			
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			

UNIVERSITY OF WEST FLORIDA
Department of Teacher Education and Educational Leadership
STUDENT INTERNSHIP AGREEMENT

I. Parties

This Student Internship Agreement ("Agreement") is made and entered into as of the date last signed below between The University of West Florida, Department of Teacher Education and Educational Leadership, acting for and on behalf of the University of West Florida Board of Trustees, a public body corporate (hereinafter "University") and Clay County District Schools (hereinafter referred to as "Agency"), (collectively, the "Parties").

II. Purpose of Agreement

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participating students from the University within a professional setting in accordance with the guidelines set forth in this Agreement and any attached addenda. This Agreement confirms the mutually agreed terms and conditions of supervised learning experiences to be performed at the Agency.

III. Term

- A. The term of this Agreement shall commence on the date upon which the last signature is affixed hereto and will automatically renew annually unless either party provides at least ninety (90) days written notice of its intent to terminate prior to the expiration of the then current annual term.
- B. This Agreement may be terminated by either party upon written notice of at least ninety (90) days. In the event of a termination, the Parties should use their best efforts to ensure that the termination will not negatively affect students currently placed at the Agency.

IV. Compliance with UWF and Agency Policies

- A. Students working for the Agency will be subject to the UWF Student Code of Conduct, copies of which will be provided to the Agency by the UWF Placement Coordinator. If alleged violations occur, the Agency will notify the UWF Placement Coordinator ("University Coordinator"). If such alleged violations reasonably seem to pose a continuous threat to others, the alleged violator may be suspended immediately by the Agency from participating in the Agency's activities.
- B. Agency reserves the right to request the University to withdraw any Student from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the Agency. In such event, the Student's participation in the program at the Agency shall immediately cease. It is understood that only the University can dismiss a Student from the Program. Agency will advise the University at the earliest possible time of any deficit noted in a Student's ability to progress toward achievement of the stated objectives of the experience. Agency shall provide an orientation session/materials for Students and shall assure that all Students are made aware of those actions which may result in dismissal for cause.

- C. The Agency may also require the student(s) participating in the Agency's activities to comply with its own operational policies and procedures.
- V. **Mutual Responsibilities**
- A. **Educational Program.**
1. The Parties agree to provide a comprehensive learning experience within a professional setting (the "Program") for students enrolled in the University's Elementary Education or ESE/Elementary Education program ("Students"). Student participation in the Program will require a minimum of 100 total hours (3-10 credit hours) requiring approximately 10-40 hours per week depending on the needs of the Agency and opportunities for the Students.
 2. The Parties agree that the Students selected for the program will be permitted to participate at dates and times mutually agreeable between the Agency and the University. The number of Students and specific dates when the Students will be utilizing the various departments of the Agency will be established and agreed upon by both parties in advance of the specific session.
 3. The Parties agree to work together to maintain an environment that provides quality student learning within the curriculum plan of the Program. Agency and University shall be mutually responsible for the assignment for Students taking part in the Program based upon the goals and objectives of the Program.
 4. The Parties shall ensure Student participation shall complement, rather than displace, the work of paid employees of the Agency.
- B. **Non-Discrimination/Harassment.** The parties agree to continue their respective policies of nondiscrimination and harassment based on age, color, disability, gender, gender identity, sex, sexual orientation, marital status, national origin, race, religion, and veteran status. Each party shall be responsible for their compliance with applicable state and federal laws, rules and regulations prohibiting discrimination and/or harassment.
- C. **Non-Disclosure.** The University may disclose information from a Student's educational record and personal data, as appropriate, to personnel at the Agency who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. 1232g; 34 CFR Part 99) and the European Union General Data Protection Regulation. The Agency hereby agrees that its personnel will use such information only in furtherance of the Program for the Student, and that the information will not be disclosed to any other party without notice to the University and with the Student's prior written consent. For the purposes of this Agreement, the University hereby designates Agency as a school official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the Student's records is required by Agency to carry out the Program. Records of University and Agency will be subject to public access only to the extent required by Chapter 119, Florida Statutes.
- D. **Assumption of Risk.** Each party assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and its own officers, employees and agents while acting within the course and scope of their employment or agency. Nothing contained in this Agreement shall be construed or interpreted as denying the University or other state entity any remedy or defense available under the laws of the State of Florida; the consent of the University

OR Agency
 [Handwritten initials]

and Agency

either
or Agency

to be sued; or a waiver of sovereign immunity of the University beyond the waiver provided in section 768.28, Florida Statutes (2018).

VI. Specific Responsibilities of the University

- A. Coordinator. University shall designate a person or persons to coordinate and act as liaison with the appropriate Agency personnel. University shall provide to Agency the current curriculum, course objections, and any syllabus of University's applicable educational Program, as well as all forms regarding practicum experience and instructions for completion of these forms. The University shall provide one or more faculty who will be responsible for instruction of the students while participating in the Program and for evaluation of each such student. The University faculty has the responsibility of selecting, planning, and evaluating the work of the Students and for providing the Agency with necessary forms and information relating to the Program.
- B. Approve the placement site and learning objectives.
- C. Select and register students for placement.
- D. Student List. University shall provide the Agency with a list of Students participating in the learning experience at least ten (10) days before each program is to start. There is no minimum number of Students required to be placed at the Agency.
- E. Implement procedures to notify students of obligations listed below:
 1. Attend orientation sessions regarding learning activity;
 2. Comply with all applicable policies and operational procedures of the Agency
 3. Give prior notice of necessary absence to appropriate UWF and Agency personnel;
 4. Obtain and maintain any required professional personal liability and/or health insurance;
 5. Maintain professional standards of confidentiality; and
 6. Participate in all individual or group meetings associated with learning activity.
- F. Attendance. University shall instruct each Student to attend all educational activities and adhere to applicable attendance policies of Agency where Student may be assigned. The University shall also inform the Agency of the UWF academic calendar and initiate discussion of the students' obligations to report to the Agency whenever classes are not in session.
- G. Student Progress. University agrees to communicate with the Agency's coordinator and Student to assess Student's progress as necessary.

VII. Specific Responsibilities of the Agency

It shall be the responsibility of the Agency to:

- A. Orientation. Provide an appropriate orientation to Students concerning the facilities and the rules, policies and procedures of the Agency and other related material, such as scheduling information.
- B. Educational Experience. The Agency agrees to provide to University Coordinator a list of duties or job descriptions for student placements with notation of any specific prerequisite skills or abilities. The Agency agrees to provide professional facilities and services for Students in accordance with the objectives of the program and assist in the evaluation of Student's learning experience. The

Agency agrees to participate in planning and evaluation sessions with Students and, where appropriate, with University faculty. The Agency agrees to provide on-site supervision of Students relating to the educational experience. The Agency agrees to provide timely evaluation of student performance in the manner specified by the University and conduct exit interviews with Students that will include discussion of the Agency's evaluation of the Student.

- C. Provide a safe environment in compliance with all federal and state laws and inform UWF and students of hazardous conditions and unusual circumstances that may create unsafe conditions.
- D. Provide to the University Coordinator and students written policies and operational procedures to which students are expected to adhere while they are at Affiliation setting.
- E. Notify the University Coordinator of unsatisfactory performance or misconduct of a student and provide related documentation to the coordinator. If a student fails to comply with Affiliate's policies and procedures, the Agency may immediately suspend or terminate that student from further participating in the program on its premises.
- F. Coordinator. Designate a coordinator or preceptor from its staff to act as the liaison with University in this Agreement. The Agency Coordinator has the responsibility of selecting, planning, and evaluating the work of the students and such selecting, planning and evaluating shall be accomplished in accordance and consistent with the policies and programs of the University Coordinator.

VIII. COORDINATORS. University and Agency shall designate a person (or persons) to coordinate and act as preceptor or liaison with the other party as set forth below:

Agency:
Clay County District
Schools
900 Walnut St.
Green Cove Springs, FL
32043

University:
University of West Florida
Department of Teacher
Education & Educational
Leadership
11000 University Parkway
Building 85/Room 164
Pensacola, FL 32514
Attn: Assistant Director of Field Placements

Attn: Jamie Iannone
Director of Professional Development

IX. Specific Responsibilities of Students

University agrees to advise each Student assigned under this Agreement to:

- A. Compliance. Comply with the UWF Student Code of Conduct, policies and procedures of the University and Agency, and with all state, local and federal regulations.
- B. Uniform. Provide and wear any necessary and appropriate uniform while on duty with the Agency.
- C. Transportation. Arrange for all transportation requirements for participation in the Program.

X. Mutual Terms and Conditions

- A. Independent Contractors. The relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither

party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

B. Conflicts. Both parties agree that in the event conflicts or problems arise related to the participation of any Student pursuant to this Agreement, Agency shall immediately contact University's Coordinator. In the event that disagreements are not resolved by the Student involved, and the coordinators, such disagreements shall be resolved by the Chairperson of the Department at the University and the chief executive officer of Agency or his/her designee.

C. Integration. This Agreement, together with any applicable Addenda, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all negotiations, understandings and representations (if any) made by and between such parties. The terms and provisions hereof may be amended, supplemented, waived or changed by a writing signed by each of the parties hereto.

D. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and any disputes shall be filed in a Florida court of competent jurisdiction.

E. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

F. Assignment. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

G. Electronic copies. This Agreement may be executed by electronic or facsimile means and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

XI. Special Additional Conditions Where Agency is a Private "For-Profit" Entity

See U.S. D.O.L. Fact Sheet #71 Internship Programs Under the Fair Labor Standards Act April 2010)

Where the Agency is a private, "for-profit" entity, and it is contemplated that the Student will not be compensated in compliance with the wage and hour provisions of the Fair Labor Standards Act (e.g., at least minimum hourly wage, time and a half for overtime, etc.), then Agency agrees that the placement will have the following characteristics:

1. The placement, even though it may include actual operation of the facilities of the Agency, is similar to training which would be given in an educational environment;
2. The placement experience benefits the student;
3. The student does not displace regular employees, but works under close supervision of existing staff;
4. The Agency derives no immediate advantage from the activities of the student; and on occasion its operations may actually be impeded;
5. The student is not necessarily entitled to a job at the conclusion of the placement; and

6. The Agency and the student understand that the student is not entitled to wages for the time spent in the placement.

XII. Number of Placements

Agency and UWF will mutually determine the number of students to be placed at Agency for a given term. Agency and UWF may decide to have no active placements for a period of time without affecting the continuation of this Agreement.

XIII. Monetary Compensation to Student

While not required, monetary compensation may be provided to students placed in learning activities under this Agreement by either Agency or by the University. Accounting for such compensation and for any applicable taxes and benefits will be the responsibility of the party providing such compensation to the student.

XIV. Employment

Students are not considered employees or agents of either UWF or Agency. Rather, Students are considered to be independent contractors for purposes of this Agreement.

XV. Entire Agreement

This Agreement represents the entire agreement between the Parties and may not be modified without the written consent of both parties. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective authorized representatives.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

The University of West Florida

Agency

By: [Signature]

By: _____

Signature

Signature

Print Name: William Crawley

Print Name: _____

Title: Dean of College of Education

Title: _____

& Professional Studies

Date: _____

Date: 7-16-19

By: [Signature]

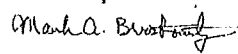
Signature

Print Name: Guofang Wan

Title: Chair of UWF Dept of Teacher Education & Educational Studies

Date: 4/9/2019

Client # 226562

MEMORANDUM OF INSURANCE				Date Issued April 22, 2019	
Producer Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576 www.proliability.com			This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.		
Insured The Students of University of West Florida Environmental Health & Safety B95/102A 11000 University Parkway Pensacola, FL 32514			Company Affording Coverage Liberty Insurance Underwriters Inc.		
This is to certify that the Certificate listed below has been issued to the Insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability	AHV-103671001	03/31/2019	03/31/2020	Per Occurrence	\$1,000,000
				Aggregate	\$3,000,000
General Liability				Per Occurrence	
				Aggregate	
Evidence of Insurance Faculty is only covered while instructing the students. The school is named as an additional insured.					
Memorandum Holder: The Students of University of West Florida Environmental Health & Safety B95/102A 11000 University Parkway Pensacola, FL 32514			Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
			Authorized Representative  Mark Brostowitz Principal		

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