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THE UNIVERSITY OF FLORIDA
AGREEMENT
FOR
STUDENT TEACHER INTERNSHIP

THIS AGREEMENT FOR STUDENT TEACHER INTERNSHIP ("Agreement"), dated as of September 28, 2021 ("Effective Date"), is entered into by and between Suwannee County School Board, the internship site (the "Site"), 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 Site, 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 Site and its cooperative efforts.

D. The Site 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 Site. The student is required to provide forty (40) hours of Internship participation at the Site each week during the Internship period. The student assignment schedule shall be set by the Site, in consultation with the student and may be modified by mutual agreement of the Site, the student and the University without formal amendment to this Agreement.

3. Right to Refuse. The Site shall have the right to refuse to accept any student(s) assigned to

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the Site by notifying the University, in writing, within thirty (30) days of said assignment.

4. Educational Plan. The Site 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 Site 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 Site.

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 Site students, the University will provide a parental consent form to the Site for distribution to Site students' parents or guardians. Site students without signed parental consent forms will not be included in the stream or recording. Because the University is creating this video steam or recording, said video stream or recording is not a Site 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 Site 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 Site student records shall be disclosed to the University.

9. Student Use of Site Facility. The Site 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. Site Background Checks. The University does not perform background checks on students. If required by the Site, the Site shall provide the University with a security background information form to be completed by the student(s) and provide a process for fingerprinting and criminal records background check to be performed by the Site or another entity at its discretion and expense. The Site, in its sole discretion, shall determine whether a University student has satisfactorily cleared the security screening.

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11. Notification of Site Requirements. The Site shall notify the University, in writing, of any Site specific Internship requirements and/or rules prior to student placement. Upon notification by the Site, the University shall notify the student(s) of any Site 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 Site specific rules or policies provided by the Site 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 Site agrees to promptly notify the University in writing.

    b. The University shall honor any request by the Site to remove a student from the Internship whose conduct or performance is not, in the Site's opinion, professionally acceptable.

13. Safety and Security Information. The Site 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 Site 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.

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 Site 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,

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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. Site. The Site represents it has obtained and shall keep in force during the Term of this Agreement, at the Site'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.

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 Site 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, (352) 273-4376

b. Site: Ted L. Roush, Superintendent of Schools, Suwannee County School

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Board, 1740 Ohio Avenue, South, Live Oak, FL 32064,
superintendent@suwannee.k12.fl.us, (386) 647-4600.

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 the United States District Court for the Northern District of Florida or the state courts in and for Alachua 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.

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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 SUWANNEE COUNTY SCHOOL BOARD:

By: _____

Name: _Ted L. Roush_____

Title: _Superintendent of Schools__

Date: SEP 2 8 2021

By: _____

Name: _Tim Alcorn_____

Title: _School Board Chairman_

Date: SEP 2 8 2021

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

FOR THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES:

By: Joseph Glover

Name: Joseph Glover

Title: Provost and Senior Vice President of Academic Affairs

Date: 10/18/2021 | 11:47 AM EDT

Recommended By: _____

Name: Tina Smith-Bonahue

Title: Associate Dean for Student Affairs

Date: 10/05/2021