

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between

**The School Board Of Sarasota County, Florida**  
(hereinafter referred to as "SBSC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
1960 Landings Boulevard, Sarasota, Florida 34231

and

**the University of Florida Board of Trustees, a public body corporate of the State of Florida,**  
**on behalf of its College of Education** (hereinafter referred to as "UNIVERSITY"),  
whose principal place of business is  
140 Norman Hall, PO Box 117040, Gainesville, FL 32611

**WHEREAS**, SBSC and UNIVERSITY wish and intend by this Agreement to set forth the terms and conditions for 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**. The term of this Agreement shall commence on July 1, 2014 and continue until terminated under section 3.05 hereof.

#### 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 SBSC.

2.02.5 UNIVERSITY shall work through the SBSC to determine in advance placement sites for student teachers in the Program, including dates and the number of students.

2.02.6 UNIVERSITY shall require, as a condition of their participation in the Program, its students to complete a security information background check form provided by SBSC and submit to fingerprinting and criminal records background check to be performed by SBSC or at its direction.

2.02.7 UNIVERSITY shall, in consultation with SBSC, 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 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. SBSC 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 students that they are responsible for the rules and regulations of SBSC, including recognition of the confidential nature of information regarding pupils and their records.

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

### 2.03 SBSC Responsibilities

2.03.1 SBSC shall be responsible for the conduct of its operations, supervision of its staff and the education of its students.

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

2.03.4 SBSC shall provide to UNIVERSITY 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 SBSC or at its direction. SBSC shall determine whether a UNIVERSITY student has satisfactorily cleared the security screening.

2.03.5 SBSC shall, in consultation with UNIVERSITY, assign its teachers to serve as supervising teachers for the evaluation of the UNIVERSITY student teachers. SBSC supervising teachers shall complete evaluation forms provided by UNIVERSITY. Site supervisors selected by SBSC 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 SBSC 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; and g) supervise students on a daily basis. 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 in writing by the SBSC and the UNIVERSITY.

2.03.6 Students of UNIVERSITY shall not be deemed to be employees or agents of SBSC because of their participation in the Program. Each student is placed with SBSC 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 SBSC. This provision shall not be deemed to prohibit the employment of any such student by SBSC under a separate employment agreement for separate or additional duties.

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

2.03.8 SBSC shall retain the right in its sole discretion, to request the removal of any individual from any area of the school premises. 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 SBSC representative.

2.03.9 SBSC will provide to students the policies and procedures and other relevant materials to allow students to function appropriately within the school.

2.03.10 SBSC will permit students access to the library facilities/curriculum laboratories available to personnel. Students may not remove materials from the school without appropriate approval.

2.03.11 SBSC shall keep confidential and shall not disclose to any person or entity a) student applications; b) student health records or reports; and/or c) any student records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 123G, and under Florida law, Section 1006.52, Fla. Stat., concerning any student participating in the education experiences. SBSC shall adopt and enforce policies and procedures necessary to protect the confidentiality of the records described in this paragraph.

2.04 **Notice.** All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of UNIVERSITY or SBSC, as applicable, set forth in this paragraph, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Telephone and facsimile numbers and e-mail addresses are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. 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 SBSC:

Superintendent of Schools  
The School Board of Sarasota County, Florida  
1960 Landings Blvd.

Sarasota, FL 34231

With a Copy to: Elisha Jennings  
1960 Landings Blvd.  
Sarasota, FL 34231

To UNIVERSITY: Dr. Joseph Glover  
Provost and Senior Vice President for Academic Affairs  
235 Tigert Hall  
PO Box 113175  
Gainesville, FL 32611-3175

With a Copy to: Rebecca Kidwell  
Coordinator of Student Teaching  
University of Florida, College of Education  
G-416 Norman Hall  
PO Box 117042  
Gainesville, FL 32611-7042

2.05 **Background Screening**: UNIVERSITY agrees to 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 SBSC students are present, (2) will have direct contact with SBSC 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 SBSC in advance of UNIVERSITY or its personnel providing any services under the conditions described in the previous sentence. UNIVERSITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, under this section 2.05, 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 SBSC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

2.06 **Liability**. 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.

A. By SBSC: SBSC is responsible up to the limits of Section 768.28, Florida Statutes, 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.

B. By UNIVERSITY: UNIVERSITY is responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence or its employees' acts of negligence when acting within the scope, or its employees' acts of negligence within the scope of their employee by UNIVERSITY.

### **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 contract.

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.

3.04 **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.

3.05 **Default/Termination.** 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. Notwithstanding any other provision of this Agreement, either party may, in its sole discretion terminate this Agreement upon 30 days written notice to the other; however, any student of the UNIVERSITY currently participating as a student teacher as of the date of receipt of such notice shall be permitted to complete such participation.

3.06 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBSC or UNIVERSITY 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 SBSC or UNIVERSITY 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 SBSC or UNIVERSITY all public records in that party's possession upon termination of its contract with SBSC or UNIVERSITY 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 SBSC or UNIVERSITY in a format that is compatible with SBSC's or UNIVERSITY'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 is a public record and does not constitute trade secrets.

3.07 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, SBSC and UNIVERSITY shall fully comply with the requirements of Sections 1002.22 and 1006.52, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of pupil and student information and records.

3.08 **SBSC Names; Trademarks.** UNIVERSITY shall not acquire any rights under the Agreement to, and shall not use, the name of SBSC or the name of Sarasota County Public Schools" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "SBSC Marks") in any of the UNIVERSITY's advertising, publicity or promotion; to express or imply any endorsement by SBSC of its services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SBSC in each and every instance. UNIVERSITY acknowledges that SBSC, as the case may be, own and control the SBSC Marks. Nothing in the Agreement constitutes the grant of a general license to use such SBSC Marks. UNIVERSITY agrees that it will not do anything which in any way infringes or abridges Board's right to the SBSC Marks or directly or indirectly challenges the validity of or attempts to invalidate the SBSC Marks. UNIVERSITY agrees and acknowledges that it shall not acquire any interest in SBSC Marks or the good will associated with SBSC Marks by virtue of the Agreement. No advertisement, publication or other use of SBSC Marks shall be published or otherwise promulgated by UNIVERSITY without Board's prior inspection and written approval in SBSC's sole discretion. SBSC has the right at any time to immediately revoke any permitted use it grants UNIVERSITY of any SBSC Marks hereunder. Upon termination of the Agreement, any and all rights or privileges for UNIVERSITY to use SBSC Marks (if such approval was granted by SBSC) shall cease. This clause shall survive the termination of this Agreement.

3.09 **UNIVERSITY Names; Trademarks.** SBSC shall not acquire any rights under the Agreement to, and shall not use, the name of UNIVERSITY either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design and/or trademark

(collectively, "UNIVERSITY Marks") in any of the Board's advertising, publicity or promotion; to express or imply any endorsement by the UNIVERSITY of its services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the UNIVERSITY given through its Vice President for University Relations or her designee in each and every instance. SBSC acknowledges that UNIVERSITY owns and controls the UNIVERSITY Marks, and the Board agrees that UNIVERSITY Marks are proprietary to the UNIVERSITY. Nothing in the Agreement constitutes the grant of a general license to use such UNIVERSITY Marks. SBSC agrees that it will not do anything which in any way infringes or abridges the UNIVERSITY's right to the UNIVERSITY Marks or directly or indirectly challenges the validity of or attempts to invalidate the UNIVERSITY Marks. SBSC agrees and acknowledges that it shall not acquire any interest in the UNIVERSITY Marks or the good will associated with the UNIVERSITY Marks by virtue of this Agreement. No advertisement, publication or other use of UNIVERSITY Marks shall be published or otherwise promulgated by SBSC without the UNIVERSITY's prior inspection and written approval in the UNIVERSITY's sole discretion. The UNIVERSITY has the right at any time to immediately revoke any permitted use it grants SBSC of any UNIVERSITY marks hereunder. Upon termination of the Agreement, any and all rights or privileges for SBSC to use UNIVERSITY Marks (if such approval was granted by the UNIVERSITY) shall cease. This clause shall survive the termination of this Agreement.

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

3.11 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive jurisdiction for any action arising from this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

3.12 **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.

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

3.14 **Assignment.** Neither this Agreement or 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.

3.15 **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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **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.

3.20 **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").

3.21 **Survival.** All representations made herein, liability obligations, obligations to maintain and allow inspection of records, obligations to maintain the confidentiality of records, and reporting requirements shall survive the termination of this Agreement.

3.22 **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.

**FOR SBSC**

(Corporate Seal)

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By \_\_\_\_\_

ATTEST:

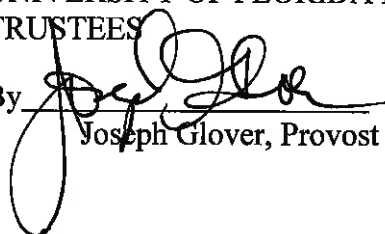
Approved as to Form and Legal Content:


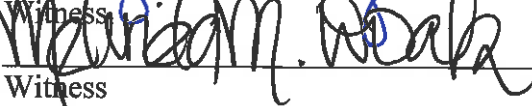
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Office of the General Counsel

**FOR UNIVERSITY**

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By   
Joseph Glover, Provost

  
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Witness  
  
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Witness