

Version: 08/07/2020

MEMORANDUM OF UNDERSTANDING  
Between  
THE UNIVERSITY OF CENTRAL FLORIDA  
By Its COLLEGE OF COMMUNITY INNOVATION &  
EDUCATION  
and  
THE SCHOOL BOARD OF SEMINOLE COUNTY,  
FLORIDA

This Agreement is entered into between The School Board of Seminole County, Florida (hereafter referred to as SBSC) and the College of Community Innovation & Education of the University of Central Florida, on behalf of the UCF Board of Trustees, (hereafter referred to as UCF-CCIE).

WHEREAS, the parties wish to develop a collaboration between SBSC and UCF-CCIE: (a) to provide a school-based counseling intervention program (e.g., face-to-face counseling and telecounseling services; telecounseling utilizes synchronous or asynchronous telecommunications technology to provide counseling services) to high need students and families at Hamilton, Midway, and Pine Crest Elementary Schools; (b) to promote endeavors between SBSC and UCF-CCIE; (c) to continue research examining the impact of the school-based telecounseling and counseling intervention program (c.g., individual and group counseling, family therapy, mentorship programs, parent education) on elementary school students' academic achievement and social-emotional development; and (d) to commence the development of a satellite UCF Community Counseling & Research Center (CCRC) at Hamilton, Midway, and Pine Crest Elementary Schools, serving as practicum counseling sites for graduate family counselors-in-training, mental health counselors-in-training, and school counselors-in-training (offering individual and family telecounseling and counseling services to students and families).

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**A. Obligations of UCF's College of Community Innovation & Education (UCF-CCIE)**

- A-1. A UCF-CCIE faculty expert (Glenn W. Lambie, Ph.D.; hereafter referred to as the Principal Investigator) will design and oversee the implementation of the school-based telecounseling and counseling intervention program at Hamilton, Midway, and Pine Crest Elementary Schools.
- A-2. The school-based telecounseling and counseling intervention program of focus will be determined by (i) the availability of appropriate school counseling student-interns and counseling practicum students; (ii) children necessitating telecounseling and/or counseling services; (iii) the availability of appropriate counseling spaces (ensuring confidentiality and suitable supervisory practices) within the school setting; and (iv) the

appropriateness of school setting to support research examining the impact of the school-based telecounseling and counseling intervention program on elementary school students' academic achievement and social-emotional development.

- A -3. The Principal Investigator will meet and supervise the school counseling student-interns assigned to the designated elementary schools for an average of one and half hours per week over the Fall 2020 and Spring 2021 semester (August 2020 to May 2021).
- A-4. UCF-CCIE will provide a suitable school counseling student-intern (20 to 40 hours per week; enrolled SDS 6947: *Internship in Professional School Counseling* to provide comprehensive school-based counseling services to the students and families at Hamilton, Midway, and Pine Crest Elementary Schools under the supervision of a UCF-CCIE faculty member supervisor and a certified school counselor in SBSC.
- A-5. UCF-CCIE will provide suitable graduate counseling students enrolled in MHS 6803: *Counseling Practicum* to provide group telecounseling and counseling services to the students at Hamilton, Midway, and Pine Crest Elementary Schools (e.g., three practicum students) under the supervision of a UCF-CCIE faculty member supervisor and a certified school counselor in SBSC.
- A -6. The Principal Investigator will investigate both the short- and long-term benefits of the school-based telecounseling and counseling intervention program on students' academic achievement and social-emotional development. All research plans will be submitted for Institutional Review Board (IRB) approval through the UCF-IRB.
- A -7. Students at Hamilton, Midway, and Pine Crest Elementary School identified as necessitating the school-based telecounseling and counseling intervention program may participate in the telecounseling or counseling intervention services, subject to written consent of the students' parent(s)<sup>1</sup>. The academic progress (e.g., attendance, discipline referrals, grades) and social-emotional functioning (*Behavior Assessment System for Children – Parent / Teacher Form*; BASC-3; Reynolds, & Kamphaus, 2015) of those students who participate in the program will be tracked over a 15 week period to identify possible changes. All assessment findings will be used for research purposes and to provide summative reports (aggregated and de-identified data) to SBSC and stakeholders.

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<sup>1</sup>Parent is defined as either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any personal exercising supervisory authority over a student in place of the parent.  
See §1000.21(5), Fla. Stat.

- A - 8. All UCF-CCIE participants shall execute the attached confidentiality agreement.**
- A - 9. In the event the requirements of this MOU include the need for UCF-CCIE participants or employees to visit schools when students are present, UCF-CCIE agrees to comply with all applicable requirements of Sections 1012.32 and 1012.465, Florida Statutes, for all of its personnel or assigned students 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. UCF-CCIE's participants and employees will successfully complete background screening required by the referenced statute and meet the standards established by the statute. The background screening required by the statute will be conducted by SBSC in advance of UCF-CCIE or its personnel or assigned students providing any services under the conditions described in the previous sentence. The Parties agree that the failure of UCF-CCIE to comply with this section shall constitute a material breach of this Agreement entitling SBSC to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement.**
- A-10. As all persons in the State of Florida are, UCF-CCIE and its employees and assigned students shall be subject to the requirements of §39.201 Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962- 2873.**
- A-11. Notwithstanding any provision to the contrary contained in this agreement between UCF-CCIE and SBSC; UCF-CCIE and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of SBSC student information and records. Notwithstanding any provision to the contrary contained in this agreement between UCF-CCIE and SBSC, SBSC and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.225 and 1006.52, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding the confidentiality of UCF-CCIE student information and records. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon UCF-CCIE and SBSC until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.**

## **B. Obligations of The School Board of Seminole County, Florida (SBSC)**

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- B-1. SBSC will provide an appropriate space (e.g., ensuring confidentiality and suitable supervisory practices) for the school-based counseling intervention program at Hamilton, Midway, and Pine Crest Elementary Schools.**
- B-2. SBSC will provide an appropriately certified school counselor who has a minimum of three (3) years of professional experience and has completed the clinical educators training required by the State of Florida at Hamilton, Midway, and Pine Crest Elementary Schools.**
- B-3. SBSC will provide opportunities for the UCF-CCIE school counseling student-interns at Hamilton, Midway, and Pine Crest Elementary Schools to complete all their SPS 6947: *Internship in Professional School Counseling* requirements that are delineated to the UCF-CEDHP *Internship in Professional School Counseling Handbook (2020-2021)*.**
- B-4. SBSC will provide appropriate space for suitable graduate counseling students enrolled in MHS 6803: *Counseling Practicum* to provide group counseling or telecounseling services to the students at Hamilton, Midway, and Pine Crest Elementary Schools under the supervision of a UCF-CCIE faculty member supervisor and a certified school counselor in SBSC.**
- B-5. SBSC will identify high need students at Hamilton, Midway, and Pine Crest Elementary Schools to participate in the school-based telecounseling and counseling intervention program. SBSC educators, staff, and administration will obtain consent from parents/guardians of the identified high need students to participate in the school-based telecounseling or counseling intervention program at Hamilton, Midway, and Pine Crest Elementary Schools. In addition, SBSC educators, staff, and administration will assist the Principal Investigator in obtaining permission from parents/guardians of the identified high need students participating in the school-based telecounseling and counseling intervention program to gather student data for program evaluation (not research) and research purposes.**
- B-6. SBSC will provide access to the identified high need students at Hamilton, Midway, and Pine Crest Elementary Schools, whose parent(s) have executed the required parent consent, to participate in the school-based telecounseling and counseling intervention program.**
- B - 7. SBSC will provide to the UCF-CCIE school counseling student-interns at Hamilton, Midway, and Pine Crest Elementary Schools, whose parent(s) have executed the required parent consent, relevant information regarding the identified high need students participating in the school-based telecounseling and counseling intervention program for programmatic evaluation purposes (not research)**

- B-8. SBSC will provide to the Principal Investigator relevant information regarding the identified high need students participating in the school-based telecounseling and counseling intervention program at Hamilton, Midway, and Pine Crest Elementary Schools for research purposes (with appropriate UCF-IRB approval).**
- B-9. SBSC employees will protect the confidential information of UCF-CCIE, including information regarding UCF students that qualifies as an education record. SBSC further agrees *not* to reveal to any third party any confidential information of UCF-CCIE except as required by law or as authorized by UCF-CCIE.**
- B-10. SBSC shall conduct all background screening for the UCF-CCIE participants and employees identified in Section A-9 during the term of this MOU. Furthermore, SBSC shall be responsible for these background screening expenses during the term of this MOU.**

**C. Mutual Obligations**

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- C-1. Quarterly updates as to the status and progress of the school-based telecounseling and counseling intervention program will be provided by the Principal Investigator and a SBSC designee. In addition, the Principal Investigator and a SBSC designee will have quarterly meetings to review and discuss the status and progress of the school-based telecounseling and counseling intervention program (e.g., August 2020, November 2020, January 2021, and May 2021).**
- C-2. SBSC may, in its discretion, summarily relieve a Student or UCF employee from a specific assignment, or withdraw any Student or UCF employee from its facilities whose conduct or work with SBSC students or personnel is *not* in accordance with the policies and procedures of SBSC or is detrimental to SBSC students or others. SBSC shall use reasonable efforts to notify UCF-CCIE in writing of any Student or UCF employee whose work or conduct with SBSC students or personnel is not, in the opinion of SBSC, in accordance with acceptable procedures or standards of performance. UCF-CCIE agrees to immediately communicate and implement as appropriate SBSC' determination to withdraw such Student or UCF employee from the SBSC School.**
- C-3. The Parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA") and by Florida state law, and that generally, written parent or student consent must be obtained before releasing personally identifiable student education records to anyone other than SBSC (as to SBSC students) or UCF-CCIE (as to UCF students). The Parties agree to treat education records confidentially and not to disclose education records except with consent or as permitted by law, including to officials who have need to know the information to perform their functions under this Agreement.**

**C-4. Mutual Indemnification:** SBSC agrees, to the extent permitted by §768.28, Florida Statute to indemnify, defend, and hold harmless (a) UCF-CCIE, its directors, officers, employees, agents, successors and assigns from and against any and all liabilities, damages, claims, judgments, fines, demands, law suits, costs and expenses of any type or nature (including, without limitation, reasonable attorney's fees; collectively, "claims") resulting from negligent acts, actions and omissions of SBSC, its employees and staff acting by or through said SBSC in the scope and course of employment. UCF-CCIE agrees, to the extent permitted by §768.28, Florida Statute, to indemnify, defend, and hold harmless SBSC's officers, directors, owners, members, employees and agents from and against any and all claims resulting from negligent acts, actions and omissions of UCF-CCIE, faculty, staff or employees acting by or through UCF-CCIE in the course and scope of employment. This obligation of indemnification shall survive the termination or expiration of this Agreement for any cause whatsoever. 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.

#### **D. Miscellaneous**

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- D - 1.** The term of this Agreement shall be for a period of 1 year, from August 1, 2020, through August 1, 2021. This Agreement may be extended or renewed upon advanced written agreement of the Parties. Either party may terminate this Agreement without cause upon providing at least two weeks' written notice.
- D-2.** This Agreement shall be governed by Florida law. Each party is a public instrumentality of the State of Florida, and neither party waives any protections or defenses it may have pursuant to Florida Statutes s.768.28.
- D - 3.** This Agreement is *not* assignable by either party. This Agreement may be amended at any time with the written consent of each party.

[Signatures of following page]

For University of Central Florida.  
College of Community Innovation and  
Education

Signed: Tuesday, August 18, 2020

Pamela S. Carroll, Ed.D., Dean

Date

For School Board of Seminole County,  
Florida

*Karen Almond*

Karen Almond, School Board Chairman

9.8.2020

Date

*Walt Griffin*

Walt Griffin, Ed.D., Superintendent

9.8.2020

Date

REVIEWED & APPROVED

Date: 8-19-2020

Cheryl Olson / *Cy*  
Director of Purchasing

**Confidentiality Agreement**

The undersigned hereby acknowledges his/her responsibility, under applicable Federal and state law and/or regulations, including but not limited to § 1002.22, 1002.225 Florida Statute, 20 U.S.C. § 1232g (FERPA) and 20 C.F.R. Part 99, regarding confidentiality of student records and reports, to keep confidential any information regarding SBSC students, as well as all confidential information of SBSC. The undersigned agrees, under penalty of law, not to reveal to any person or persons any specific information regarding any student, except to authorized clinical staff and associated personnel of the SBSC and, as necessary, to other program participants at UCF-CCIE who are supervising or assisting the undersigned in the provision of services at SBSC. The undersigned further agrees not to reveal to any third party any confidential information of SBSC except as required by law or as authorized by SBSC. The undersigned also agrees that, to the extent that telecounseling is utilized during this program, he/she will not record any portion of the telecounseling sessions or program.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Participant (please print name): \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**DO NOT SIGN. THE PAGE IS FOR UCF-CCIE STUDENT-  
INTERNS AND/OR PRACTICUM STUDENTS TO SIGN PRIOR  
TO THE AFFILIATION.**