

#695100

## AGENCY AGREEMENT

This Agreement made, by and between The School Board of Clay County, Florida,  
an agency organized and existing under the laws of the State of Florida,  
with its principal office located at 900 Walnut Street [address],  
Green Cove Springs [city], Clay County [county], Florida [state],  
32043 [zip code], (hereinafter "Agency"), and the University of North Florida  
Board of Trustees (hereinafter "University"), of for and on behalf of its Department of  
Social Work in its College of Arts and Sciences

### Recital of Purpose and Intent

The purpose of this Agreement is to memorialize a relationship between the Agency and the University where the University's students will provide services to the Agency while the students obtain learning experiences.

Based on the foregoing, and in consideration of their mutual promises and undertakings, the Agency and the University agree as follows:

1. **Obligations of the University Regarding its Students.** The University agrees to do the following:
  - A. Provide the Agency with the number and names of the students it would like to have placed at the Agency for the Practicum prior to the commencement of any semester and arrange for Agency staff to interview the student(s).
  - B. Establish guidelines and objectives for the University's students seeking to participate in the Practicum and screen the students for preparedness for placement.
  - C. Advise the students the practicum is for their benefit and that they are providing services to the Agency in a supportive role based on their level of education, training etc.
  - D. Notify students that they are required to abide by the rules of the Agency insofar as such rules do not conflict with Florida Statutes, or the University's regulations and policies including the University's Student Conduct Code. Further, the University will withdraw any student from the Agency at the request of the Agency for sufficient cause.
  - E. Notify students that they are prohibited from transporting Agency's clients in their personal vehicle.
  - F. Inform students that they are to maintain confidentiality of communications and records regarding the Agency's clients.
  - G. Provide information pertinent to the Practicum for Agency staff having teaching or supervisory responsibilities regarding the students participating in the Practicum.
  - H. Require that all students sign an acknowledgement with the University.

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2. **Obligations of the Agency Regarding the University's Students.** The Agency agrees to do the following:

- A. Work with University faculty members to orientate them to the facilities, philosophies, policies, and programs of the Agency.
- B. Assist in the orientation of the students to the Agency and provide access to equipment and records as necessary for teaching purposes.
- C. Acknowledge that based upon the undergraduate level of this Practicum, the University's students will provide services to the Agency in a supportive role based on their abilities while under close observation of an Agency employee.
- D. Provide learning opportunities for students in accordance with cooperative planning with University faculty and the Agency staff.
- E. Inform students of potential risks and safety protocol specific to the Agency's client population and physical work environment.
- F. Not ask or knowingly permit a student to transport an Agency client in their personal vehicle.
- G. Report incidents (e.g., accident, injury, threats) experienced by a student to the Internship Coordinator.
- H. Provide work space for the students to the extent feasible through mutual planning and to make available appropriate supervision of the student's activities on behalf of the Agency.
- I. Assist University faculty in the evaluation of students' learning and performance in completing assigned duties for the Practicum placement.
- J. Retain the right to request the termination of any student from the Practicum whose behavior may be hazardous to client care, unethical or unprofessional. All terminations are to be coordinated with the University's Internship Coordinator.
- K. Agency acknowledges: (a) that a Student's provision of services at the Agency's site will not displace Agency's employees or provide any immediate advantage to the Agency; (b) no participating Student will be entitled to employment by the Agency following the internship; and (c) this internship will be without compensation to the Student.

3. **Obligations of the Agency and the University Regarding the University's Students.** The Agency and the University agree to do the following:

- A. Students participating in the Practicum must be acceptable to the Agency and to the University. Accordingly, Agency staff will have the opportunity to screen the prospective students in advance of the students beginning the Practicum and will have the right of refusal if the student seems unsuitable.
- B. Assignments for students will be planned cooperatively by University faculty and the supervisory staff at the Agency.
- C. Faculty, supervisory staff, and students will work together to maintain an environment which provides quality client services and quality student learning.
- D. Representatives from the University, the Agency and the student will meet at least once during the term of the Practicum for a joint review of the placement. These parties may communicate more often if the parties believe it is necessary.
- E. Not discriminate against a student based on sex, age, race, color, creed, disability, sexual orientation, marital status, veteran status or national origin, and to comply

with applicable state and federal laws, rules and regulations and University regulations prohibiting discrimination, including without limitation University regulations 1.0040R (Equal Opportunity and Diversity) and 1.0050R (Sexual Misconduct).

4. **Term of the Agreement.** The term of this Agreement shall be for a period of thirty-six (36) months. This Agreement may be renewed by mutual agreement by both parties commencing January 1st and ending December 31st of the renewal year. Either party may terminate this agreement by providing the other party with thirty days advance notice in writing. If the date of termination occurs during the term of a Practicum, the student will be allowed to finish that Practicum. This agreement may be modified at any time provided that any and all modifications will be in writing and signed by both parties.

5. **Confidentiality.** The University is required to comply with federal and state privacy laws, such as the Family Educational Rights Privacy Act (FERPA), regarding student's educational records. To the extent that the Agency maintains records regarding the student's educational experience, such as attendance data and field observations and ratings, the Agency agrees that it shall not release, except to the University or its agents or employees, such educational and personal information contained therein, without the written consent of the student or as otherwise provided by law.

6. **Liability.**

- A. Without waiving any defenses to which they could avail themselves in case of litigation, the Agency and the University agree to be liable to the extent provided by law for the acts/omissions of their respective officers, employees, and agents. All medical or health care (emergency or otherwise) that a student or faculty member receives at the Agency will be at the expense of the individual involved. Agency will however assist students in the event of a medical emergency to receive appropriate and necessary care. The University's students or faculty members will not be considered to be an employee of the Agency, and will not be entitled to workers' compensation under the Agency's coverage, or health care insurance under the plan provided by the Agency for its employees, to other benefit programs of Agency, unless agreed upon prior to the start of the internship.
- B. The University does hereby acknowledge and agree that it is an independent contractor. In discharging its duties and responsibilities pursuant to this Agreement, the University shall exercise due and reasonable care and shall comply with all assurances contained therein.
- C. The University recognizes and restates its liability for certain damages, which might arise out of the acts or omissions of the University, its officers, employees and agents to the extent and limit provided in 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity; provided, however this provision shall not be construed as a waiver of any right or defense that the University may have against any claim that the Agency might bring under this provision.

7. **Public Records.** Agency shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or

received in connection with this Agreement. Refusal by Agency to allow such public access shall be grounds for unilateral cancellation of this Agreement by the University.

8. **Entire Agreement.** This Agreement is intended to be the sole and complete expression of the understanding and obligations of the Agency and the University and all prior agreements are superseded. This Agreement may not be modified or amended except by express written agreement of both the Agency and the University.

9. **Governing Law.** This agreement shall be governed by, and construed in accordance with, the laws of the State of Florida

10. **Severability.** If a court of competent jurisdiction invalidates any provision of this Agreement, then all of the remaining provisions of this Agreement shall continue unabated and in full force and effect.

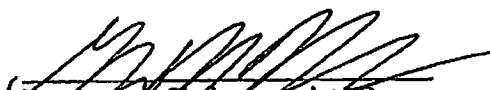
IN WITNESS OF THE FOREGOING, and voluntarily intending to be legally bound by the above ten (10) enumerated paragraphs as stated on the these four (4) pages, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_ 2019 :

Agreed by:


Carol Y. Studdard, Board Chair  
Please Print Name of Duly Authorized  
Agency Representative

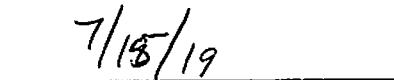
\_\_\_\_\_  
Signature of Duly Authorized  
Agency Representative

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Department Chair, Associate Dean  
or College Dean  
University of North Florida

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Marianne Jaffee, Director of Planning  
for Pamela S. Chally, Ph.D.  
University of North Florida  
Representative of the Board of Trustees

  
\_\_\_\_\_  
Date