

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 220037
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,00.00

Date Submitted: 8/27/2021

Name of Contract Initiator: Jennifer Shepard

Telephone #: 904-336-6951

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: Arkansas State University

Contract Title: ASU Student Affiliation Agreement

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: Through 12/10/2021

Renewal Option(s):

Contract Cost: \$0

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # _____

Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- Completed Contract Review Form
- SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- SIGNED Addendum A (if not an SBAO Template Contract)*

RECEIVED
AUG 30 2021
PURCHASING

**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:
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].

- State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocelexport/>) (If Applicable)
- COVID-19 Waiver (If Applicable)
- Release and Hold Harmless (If Applicable)

RECEIVED
9/8/2021

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department B78	No Cost
Review Date 9/1/2021	Section 2 "Term" may need to be fixed
School Board Attorney rsb	See change on p.1 of the agreement (had in TP) Addendum A issues.
Review Date 9/23/21	All re-written B
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED S DATE: <u>9.28.21</u>

**SCHOOL COUNSELING PROGRAM
PRACTICUM/INTERNSHIP AFFILIATION AGREEMENT
BETWEEN
ARKANSAS STATE UNIVERSITY DEPARTMENT OF PSYCHOLOGY
AND COUNSELING
AND
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

This Agreement is between the Arkansas State University Department of Psychology and Counseling (hereinafter called "the Program"), and The School Board of Clay County, Florida (hereinafter referred to as "the Affiliate").

1. Purpose and Goals

The purpose of this Agreement is to provide professional practice experience to students enrolled in the Arkansas State MSE School Counseling Program. The goal is for the Affiliate and Program to work cooperatively to ensure the most appropriate learning experience for students. Ultimately, the goal is to provide training to equip students to become competent counseling professionals. Consideration of this Agreement consist of mutual commitments as follows:

- a. Monetary compensation shall neither be expected nor received by either the Program or the Affiliate.
- b. The professional practice experience shall be provided at one of the Affiliate's facilities located within Clay County, Florida.
- c. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate.
- d. The specific experiences to be provided to students will include opportunities to (check all that apply):

- Video record weekly counseling sessions (requirement)
- Conduct individual counseling sessions
- Conduct group counseling sessions
- Conduct intakes /assessments
- Consult with clients/students ' guardians

2. Term of Agreement

The term of this Agreement shall commence on August 24, 2021, and end on December 10, 2021. Either party may terminate this Agreement upon providing thirty (30) days' written notice to the other party. Such termination shall have no effect on students receiving professional practice experience during the current academic term. Students shall be dismissed

from participation in the School Counseling Program only after the appropriate disciplinary or academic policies and procedures of Arkansas State and the Program have been followed. However, the Affiliate may immediately remove from the facility any student who poses an immediate threat or danger to either students or other faculty.

3, **Duties and Responsibilities**

The following duties shall be the specific responsibilities of the designated party (Program/Faculty or Affiliate). Although this Agreement does not include a commitment from students, the expected responsibilities of students are identified below. Site agreement forms developed between Affiliates and students will more fully identify the goals and expectations of individual students.

a. The Program/Faculty shall:

(i) Provide orientation of basic requirements/expectations to students entering practicum and internship courses.

(ii) Provide annual orientation and counselor supervision training to Affiliate supervisors.

(iii) Ensure students obtain required professional liability insurance.

(iv) Initiate regular contacts with Affiliate site supervisors to obtain updates on student performance.

(v) Initiate regular contacts with Affiliates to collaborate /support Affiliate's efforts to ensure quality professional practice experiences for students.

(vi) Provide 1.5 hours of weekly group supervision to students engaged in professional practice experiences.

(vii) Mediate any problems that develop between the Affiliate and the student which cannot be resolved independently.

(viii) Collaborate with Affiliate site supervisors to develop student remediation plans when appropriate.

(ix) Notify an Affiliate of a student's inability to complete a field placement if the student is incapacitated and unable to provide this notification.

b. The Affiliate shall:

(i) Provide an orientation to the facility for students beginning a practicum or internship experience.

(ii) Schedule facility-required training activities for students.

(iii) Provide adequate opportunities for students to engage in direct student services as required of the professional practice experience as well as other activities to promote professional development and identity including access/use of technological resources.

(iv) Ensure students have opportunities to video record counseling sessions for review during group supervision and individual supervision with Program faculty.

(v) Be responsible for supervising students while present at the facility for professional practice experience to ensure the quality care and welfare of students for a minimum of one hour per week.

(vi) Evaluate the performance of individual students as appropriate (final evaluations).

(vii) Maintain a sufficient level of staff to carry out regular duties to ensure students are not expected/allowed to perform non-counseling services in lieu of staff employees.

(viii) Notify the faculty supervisor promptly if a problem occurs.

(ix) Maintain minimum requirements to meet qualification of site supervisors (master's degree in counseling or related field, hold relevant certifications/licenses, minimum of 2 years of experience in school counseling, knowledge of the Program's expectations for students' professional practice experiences, and completed supervision training).

(x) Permit Program faculty and authorities responsible for the Program's accreditation to inspect the Affiliate's school counseling site and services as necessary.

c. The Students will be expected to:

(i) Complete a Practicum/Internship Agreement form with the Affiliate prior to the professional practice experience.

(ii) Obtain and maintain professional liability insurance during the professional practice experience.

(iii) Complete Affiliate site training as required.

(iv) Comply with the policies, procedures, and regulations of the Affiliate during the professional practice experience.

- (v) Report to the facility for professional practice experiences as scheduled and expected.
- (vi) Complete assigned duties in a timely and professional manner.
- (vii) Maintain confidentiality of student records, information, and video recordings.
- (viii) Maintain and submit copies of weekly activity logs and obtain required supervisors' signatures.
- (ix) Complete and submit require professional practice experiences, evaluations/surveys.
- (x) Engage in ethical practices following the *ACA Code of Ethics (2014)* and the *ASCA Ethical Guidelines for School Counselors (2016)*.

This Agreement includes the terms of the Addendum A as required by the School Board of Clay County, Florida, the terms of which are controlling in the event that there is a conflict between the terms of this Agreement and the terms contained in the Addendum A.

The signatures affixed below indicate agreement between the designated School District Affiliate and Arkansas State University Department of Psychology and Counseling-Counseling Program. This Agreement is entered into with the express intent to provide quality professional practice experiences, training and supervision to students enrolled in practicum and internship counseling courses at ASU.

THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

ARKANSAS STATE UNIVERSITY
DEPARTMENT OF PSYCHOLOGY
AND COUNSELING

By Mary Bolla
Printed Name: MARY BOLLA
Title: Chairman

Dated: 10/7/2021

By Allison Paul
Printed Name: Allison PAOLIA
Title: Program Director MSS School Counseling
Dated: 9/28/21

**MEMORANDUM OF UNDERSTANDING BETWEEN
ARKANSAS STATE UNIVERSITY
AND
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
FIELD AND CLINICAL EXPERIENCES AGREEMENT**

This **FIELD AND CLINICAL EXPERIENCES AGREEMENT** (the "Agreement"), entered into by and between **ARKANSAS STATE UNIVERSITY, DEPARTMENT OF PSYCHOLOGY AND COUNSELING**, whose address is 2105 East Aggie Road, Jonesboro, Arkansas, 72401 (hereinafter referred to as the "**Arkansas State University**"), and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, whose address is 900 Walnut Street, Green Cove Springs, Florida 32043, (hereinafter referred to as the "**SCHOOL**"), effective as of the last date signed.

WITNESSETH:

Arkansas State University, and its Educational Department and its programs, are committed to preparing educators that impact the lives of adults and children. An important component of this preparation is field and clinical experiences. These experiences provide students the opportunity to apply the knowledge and skills developed from coursework in actual classroom settings. The **Arkansas State University** Internship Manual and Practicum Manual delineate the roles and responsibilities of the students in various field and clinical experiences. In addition, the responsibilities of the directing teachers (school based personnel that host **Arkansas State University** students) and **Arkansas State University** supervisors (**Arkansas State University** based personnel that serve as supervisors) are outlined.

These field/clinical experiences can only be provided via the collaboration and participation of school districts and school-based personnel. In these schools, under the supervision of clinically trained teachers (CET) or similarly trained teachers identified by their administration as having demonstrated successful professional skills, **ARKANSAS STATE UNIVERSITY** students learn to integrate, apply, and assess their skills in practice and in relation to student learning. Field experiences and the internship experience are essential to the development of effective educators.

Partner schools and the **ARKANSAS STATE UNIVERSITY** both benefit from field experiences and intern placements. Many schools use these experiences as an effective recruitment tool to attract fully qualified beginning teachers. Students, **ARKANSAS STATE UNIVERSITY** supervisors, and directing counselors focus on the students' ability to have a positive impact on student progress. Many students bring new techniques, perspectives, and technological expertise to share with practicing **SCHOOL** faculty. Students and **ARKANSAS STATE UNIVERSITY** supervisors benefit from working with quality practicing professionals

who demonstrate insight and techniques that can be incorporated into **ARKANSAS STATE UNIVERSITY** courses.

I. PURPOSE

1. The purpose of this Agreement is to provide educational experiences for the benefit of selected **ARKANSAS STATE UNIVERSITY** students, hereinafter referred to as "Interns," which includes all students seeking field experiences under this Agreement. Interns includes pre-Interns, any field experience done prior to the final internship, and the culminating clinical experience during which the **ARKANSAS STATE UNIVERSITY** student completes the **ARKANSAS STATE UNIVERSITY** professional education program at the **SCHOOL** under the guidance of a fully certified teacher and an **ARKANSAS STATE UNIVERSITY** assigned supervisor, which take place at the **School** and in which the **ARKANSAS STATE UNIVERSITY** will participate.

2. Field/clinical experiences may include the activities listed and defined below:

OBSERVATION: The **ARKANSAS STATE UNIVERSITY** student observes the supervising teacher, classroom activities and as appropriate, staff meetings and other meetings that will provide a valuable educational experience.

TUTORING: The **ARKANSAS STATE UNIVERSITY** student provides one-on-one instruction with **SCHOOL** students.

CLASSROOM ASSISTANT: The **ARKANSAS STATE UNIVERSITY** student serves as an aide to the **SCHOOL** teacher and/or assists the **SCHOOL** teacher with instruction.

SMALL GROUP INSTRUCTION: The **ARKANSAS STATE UNIVERSITY** student provides instruction to a subgroup of the **SCHOOL** class.

WHOLE CLASS INSTRUCTION: The **ARKANSAS STATE UNIVERSITY** student provides instruction for an entire **SCHOOL** class.

INTERN: The **ARKANSAS STATE UNIVERSITY** student completes the final semester of his/her professional program and assumes, in a progressive manner, the normal duties of the **SCHOOL** supervising professional to whom he/she is assigned.

OTHER: Field experiences considered acceptable and beneficial to both parties.

II. OBLIGATIONS OF THE INSERT UNIVERSITY OR COLLEGE

1. The **ARKANSAS STATE UNIVERSITY** shall offer educational programs accredited by appropriate organizations and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.

2. The **ARKANSAS STATE UNIVERSITY** shall keep all records and reports on Intern experiences in accordance with **ARKANSAS STATE UNIVERSITY** policy and regulatory requirements.

3. The **ARKANSAS STATE UNIVERSITY** shall plan with the **SCHOOL** administration, in advance, its schedule of Intern assignments to the designated areas, including dates and numbers of Interns.

4. The **ARKANSAS STATE UNIVERSITY** agrees to inform Interns that Interns shall be responsible for following the rules and regulations of the **SCHOOL**, including recognition of the confidential nature of information regarding pupils and their records.

5. The **ARKANSAS STATE UNIVERSITY** agrees to assume responsibility for the overall educational experience and grades of the Interns with consideration given to the assessment and overall evaluation of the Intern by the **SCHOOL'S** directing teacher ("Directing Teacher") (as defined below).

6. The **ARKANSAS STATE UNIVERSITY** shall verify to the **SCHOOL** staff that each Intern has completed the required academic preparation prior to tentative and final placement.

7. The **ARKANSAS STATE UNIVERSITY** staff will be responsible for the coordination and implementation of field/clinical experiences.

8. The **ARKANSAS STATE UNIVERSITY** will assign a Supervisor who will collaborate with the Directing Teacher and will make periodic assessment of the Interns' progress as required. For purposes of this Agreement, the term "Directing Teacher" shall be defined as the District **SCHOOL** educator who is a fully certified teacher, with all qualifications required by The School Board of Clay County, Florida, and has been assigned to supervise the Intern, working daily to assist in developing the professional growth of the Intern through demonstration of and instruction in skills and attitudes, and working cooperatively with the **ARKANSAS STATE UNIVERSITY** Supervisor in the continuing evaluation of the Intern.

9. Interns shall not be considered employees or agents of the **ARKANSAS STATE UNIVERSITY** or the **SCHOOL**.

10. The **ARKANSAS STATE UNIVERSITY** shall arrange meetings with appropriate **SCHOOL** staff to review and evaluate the progress of internships, if needed,

consistent with **SCHOOL** staff availability. These meetings can be used for coordination and conflict resolution.

11. The **ARKANSAS STATE UNIVERSITY** shall advise its Interns and **ARKANSAS STATE UNIVERSITY** staff of the requirement that Interns attend Intern and **ARKANSAS STATE UNIVERSITY** orientation(s) and seminars scheduled at the start of the **ARKANSAS STATE UNIVERSITY** semester to acquaint the Interns with the Florida Department of Education's Code of Ethics and Principles of Professional Conduct.

12. The **ARKANSAS STATE UNIVERSITY** and its Interns shall obtain individual written approval before beginning any of the activities referred to in Section I of this Agreement. Such written approvals shall be on forms approved by both parties and shall contain the signatures of all parties required by the form(s). The **ARKANSAS STATE UNIVERSITY** and the **SCHOOL** shall use a procedure for placement of Interns that is agreed upon by the **SCHOOL'S** Superintendent of Schools and the **ARKANSAS STATE UNIVERSITY** Provost, or their respective representatives.

III. OBLIGATIONS OF THE SCHOOL

1. The **SCHOOL** shall maintain sole responsibility for the instruction, education, and welfare of its pupils. The **SCHOOL** shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education and services for its pupils.

2. The School agrees that Interns assigned to it for field or clinical experiences are under the supervision, control, and responsibility of the **SCHOOL** and the **Arkansas State University**.

3. The **SCHOOL** shall determine the work location and assignment of Interns in collaboration with the **Arkansas State University**. Every effort shall be made to develop long-term working relationships between teacher education programs and the **SCHOOL** in order to provide a variety of continuous and coordinated field experiences.

4. In consideration of the School's responsibility for the care and safety of its pupils, the **SCHOOL** shall retain the right, in its sole discretion, to refuse or discontinue its facilities and services to any Intern or **ARKANSAS STATE UNIVERSITY** staff and to remove an Intern or **ARKANSAS STATE UNIVERSITY** staff who does not continuously meet the **SCHOOL'S** professional or other requirements or the requirements of any appropriate authority controlling and directing **SCHOOL** facilities and services. Interns shall be instructed by the **Arkansas State University** to promptly and without protest, leave an area whenever they are requested to do so by an authorized **SCHOOL** representative. In the event of any inappropriate actions by the Interns, **SCHOOL** staff will notify the **ARKANSAS STATE UNIVERSITY** staff in a timely manner in order that appropriate action may be taken by the **ARKANSAS STATE UNIVERSITY**. In the event of a threat to pupil safety or otherwise unacceptable conduct by the Intern, as determined by the **SCHOOL** in its sole judgment and discretion, the **SCHOOL** shall have the right to terminate the Internplacement immediately and

shall both verbally and in writing notify the **ARKANSAS STATE UNIVERSITY** and the Intern as soon thereafter as is practicable. The **SCHOOL** will advise the **ARKANSAS STATE UNIVERSITY** at the earliest possible time of any deficit noted in an Intern's ability to progress toward achievement of the stated objectives of the internship experience.

5. The **SCHOOL** shall provide qualified Directing Teachers for Interns. Directing Teachers shall be resource persons for Interns and **ARKANSAS STATE UNIVERSITY** staff. Directing Teachers selected by the **SCHOOL** will: (i) assist in orienting Interns to the **SCHOOL**, the facilities, and the pupils; (ii) explain all **SCHOOL** and district policies, rules, and regulations to Interns; (iii) provide prompt and substantive feedback to Interns regarding all performance activities and interactions with **SCHOOL** personnel, pupils, and parents; (iv) complete evaluations of Interns' progress and submit them to the **ARKANSAS STATE UNIVERSITY** Supervisor, after reviewing them with the applicable Intern; (v) immediately inform the **ARKANSAS STATE UNIVERSITY** Supervisor of any concerns regarding an Intern; (vi) establish a time to regularly meet and discuss with Interns their activities, impressions, reflections, and suggestions for goals and areas for improvement; and (vii) supervise Interns on a daily basis - if the Directing Teacher is absent for any reason, a **SCHOOL**-approved substitute shall be assigned to the role. Under no circumstances shall an Intern, even if he/she is certified, serve as the substitute of record during the internship experience.

6. The **SCHOOL** shall provide to the **ARKANSAS STATE UNIVERSITY** and Interns the policies and procedures and other relevant materials necessary to allow Interns and **ARKANSAS STATE UNIVERSITY** personnel to function appropriately.

7. Interns shall follow the **SCHOOL'S** protocols for health and safety.

8. Interns shall be under the direct supervision of the Directing Teacher during internship responsibilities. A co-teacher model may be implemented during the internship. Co-Teacher is defined as: organizing classroom instruction to reduce the student-adult ratio and/or take advantage of two teachers' expertise, skills, and knowledge while maintaining continuous student progress. The "solo teacher time," if required by the **ARKANSAS STATE UNIVERSITY** program, will still be implemented but under the close supervision and direction of the Directing Teacher who will assure that student progress is maintained.

9. The **SCHOOL** shall permit Interns access to the library facilities/curriculum laboratories available to their personnel. Interns may not remove materials from the **SCHOOL** without appropriate approval.

10. The **SCHOOL** shall keep confidential and shall not disclose to any person or entity (i) Intern applications; (ii) Intern health records or reports; and (iii) any Intern records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any Intern participating in the educational experiences provided by the **SCHOOL**, unless such disclosure is necessary to meet the requirements of this Agreement, is authorized by the Intern, or is ordered by a court of competent jurisdiction. The **SCHOOL** shall adopt and

enforce policies and procedures necessary to protect the confidentiality of Intern records as defined herein or as otherwise required by law.

11. Interns shall not be considered employees or agents of the **SCHOOL**. Interns shall undergo a background screening pursuant to Sections 1012.32 and 1012.56, *Florida Statutes*, and applicable **SCHOOL** policies and procedures.

IV. LIABILITY

1. Liability. Each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof.

2. Sovereign Immunity. Notwithstanding anything in this agreement to the contrary, this agreement is not intended and shall not be construed to waive the sovereign immunity afforded the **SCHOOL** by Florida Statute 768.28 or expose it to any liability in excess of the monetary cap specified therein.

V. INSURANCE

1. The **ARKANSAS STATE UNIVERSITY** agrees that the Interns shall assume personal responsibility for their own medical care and hospitalization.

2. The **ARKANSAS STATE UNIVERSITY** does not provide insurance coverage for the benefit of **SCHOOL** or Interns.

3. The **ARKANSAS STATE UNIVERSITY** will provide Workers Compensation Insurance to **ARKANSAS STATE UNIVERSITY** employees who oversee the internship process.

4. The **ARKANSAS STATE UNIVERSITY** shall ensure that Interns possess liability coverage for their acts or omissions with limits of \$1,000,000. The District shall be named as an additional insured of such policy. A certificate of insurance will be filed with the **SCHOOL** before the internship commences.

VI. GENERAL PROVISIONS

1. It is the policy of the SCHOOL that no person shall on the basis of gender, marital status, race, religion, national origin, sexual orientation, age, or disability pursuant to law as set forth in the Americans with Disabilities Act (ADA), be denied employment, receipt of services, access to or participation in SCHOOL activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law.

2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the ARKANSAS STATE UNIVERSITY and the SCHOOL and their employees, Interns, or agents, but rather is an Agreement by and among the two independent parties. Each Intern is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by an Intern are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the ARKANSAS STATE UNIVERSITY is required to provide workers compensation coverage for the Interns participating in the educational experience. The ARKANSAS STATE UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the ARKANSAS STATE UNIVERSITY or ARKANSAS STATE UNIVERSITY personnel to participate in, control, or direct operations at the School.

3. The ARKANSAS STATE UNIVERSITY and the SCHOOL shall advise each Intern and ARKANSAS STATE UNIVERSITY Supervisor of the fingerprinting requirement in accordance with Florida law and SCHOOL policies and procedures, and that results of background screenings be known to the SCHOOL prior to placement of the Intern in a school; pursuant to Section 435.04, *Florida Statutes*, and applicable SCHOOL rules, no Intern or Supervisor who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be allowed into a public school. The SCHOOL reserves the authority to remove from the SCHOOL grounds and suspend SCHOOL access to any Intern or Supervisor charged with any disqualifying offense until the completion of the Intern's case disposition.

4. The School shall timely notify the ARKANSAS STATE UNIVERSITY when any ARKANSAS STATE UNIVERSITY employee or Intern has been involved in a reported incident and the ARKANSAS STATE UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident as allowed by applicable law.

5. The SCHOOL and its employees shall not be entitled to direct compensation from the ARKANSAS STATE UNIVERSITY for services or actions of benefit to the ARKANSAS STATE UNIVERSITY which are part of or related to the educational program; however, though not required, as a professional courtesy, the Directing Teacher may be entitled to a tuition waiver from the ARKANSAS STATE UNIVERSITY for serving as the

Directing Teacher; no monetary reimbursement may be provided to the Directing Teacher's school for use in his/her classroom.

6. The School and the **ARKANSAS STATE UNIVERSITY** acknowledge: (i) a Student's provision of services at the **SCHOOL** will not displace **SCHOOL'S** employees; and (ii) no participating Student will be entitled to employment by the **SCHOOL** following the internship.

7. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.

8. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modification, or alterations shall be made only in writing and shall become effective only upon the written approval of both the **ARKANSAS STATE UNIVERSITY** and the **SCHOOL**. Further, this Agreement may not be assigned by either party without prior written approval of the other party.

9. No waiver or breach of any term or provision of this Agreement shall operate, or be construed to constitute, nor shall be a waiver of any other breach of this Agreement. All remedies, either under this Agreement, or by law or otherwise afforded, will be cumulative and alternative. All waivers to be effective shall be in writing and signed by a duly authorized officer of the waiving party.

10. If any provision of the Agreement is held or determined to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of the parties under this Agreement will not be materially and adversely affected thereby, such provision will be: (i) fully severable; (ii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never complied a part hereof; (iii) the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (iv) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision similar to the such illegal, invalid, or unenforceable provision.

11. This Agreement is not intended to create any rights or interests for any other person or entity other than the **SCHOOL** or the **ARKANSAS STATE UNIVERSITY**.

12. Each party to this Agreement represents and warrants that: (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

13. Each party to this Agreement agrees to comply with all applicable federal, state, and local laws and rules. In the event of a conflict, the Laws shall take precedent

over any provision of the Agreement. In the event that either party files a lawsuit against the other to enforce any provision of this Agreement, the filing party shall be required to file suit in the state court located in the venue/county in which the primary business offices of the opposing party are located and the issues of law pertinent to the lawsuit shall be governed by the laws of the jurisdiction state in which the case is filed.

14. Neither party may assign this Agreement without the prior written consent of the other party, the consent of which shall be given at the party's sole discretion. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and permitted assigns.

VII. RESOLUTION OF CONFLICT

1. The parties agree to periodically review and discuss the operation of the Agreement to ensure that each party's objectives hereunder are being satisfied. The parties shall confer as otherwise necessary to the administration of this Agreement.

2. In cases of conflict between an Intern and a Directing Teacher that cannot be resolved, an appeal shall be made to the **ARKANSAS STATE UNIVERSITY** Supervisor. If resolution is not achieved, an appeal shall be made to the **SCHOOL** principal or designee and the **ARKANSAS STATE UNIVERSITY** Chair of Education Programs. Final resolution of conflicts, if necessary, shall be made by the **SCHOOL'S** Superintendent of Schools in consultation with the **ARKANSAS STATE UNIVERSITY** Vice President.

VIII. TERM AND TERMINATION

1. The term of this Agreement shall be from the date of this Agreement and shall continue in effect from year to year unless this Agreement is terminated as provided in subparagraphs 2 or 3 of this Section VIII, or subparagraph 4 of Section III.

2. In the event either of the parties hereto shall breach or be in default of any of the terms and covenants of this Agreement, then this Agreement may be terminated for cause upon written notice to the defaulting party. If such default is subject to remedy or correction, the aggrieved party may notify the defaulting party to correct such default or breach within a period of ten (10) days and, if such default or breach is not corrected or cured within such ten (10) day period, then the Agreement shall be terminated. If the breach or default is not subject to correction or cure, then the termination shall take effect immediately upon receipt of such notice of termination by the defaulting party.

3. In the event either of the parties wish to terminate this Agreement for any reason other than as set forth in subparagraph 2. above, then the party wishing to terminate shall give the other party at least sixty (60) days written notice of said termination. Either party may terminate pursuant to this sixty (60) day notice procedure for any reason, with or without cause,

terminate shall give the other party at least sixty (60) days written notice of said termination. Either party may terminate pursuant to this sixty (60) day notice procedure for any reason, with or without cause, provided that ARKANSAS STATE UNIVERSITY students currently assigned to a school shall be permitted to complete the field/clinical experience for the current term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date subscribed below.

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

ARKANSAS STATE UNIVERSITY DEPARTMENT OF PSYCHOLOGY AND COUNSELING

By Mary Bolla
Printed Name: MARY BOLLA
Title: Chairman

By Allison Paolini
Printed Name: Dr. Allison Paolini
Title: Program Director MSE School Counseling Program

Dated: 10/7/2021

Dated: 9/28/21

Contact Information for
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA:

Contact Information for
ARKANSAS STATE UNIVERSITY:

Mary S. Bolla
Printed Name

Allison Paolini
Printed Name

Board Chair
Title

Program Director MSE School Counseling
Title

(904) 336-6508
Telephone Number

(202) 250-5758
Telephone Number

mary.bolla@myoneclay.net
Email Address

apaolini@astate.edu
Email Address