

## School Board of Clay County

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### May 4, 2023 - Regular School Board

#### **Title**

C7 - Affiliation Agreement between Clay County District Schools and University of South Florida (USF).

#### **Description**

This agreement is between Clay County District Schools and University of South Florida for USF students in the Psychology program to participate in internships, practicums, and observations under the direction of a certified or licensed psychologist in Clay County schools.

#### **Gap Analysis**

Without this agreement, psychology interns from USF cannot be placed in Clay County District Schools and would thereby prevent potential psychology candidates from choosing Clay to begin their career.

#### **Previous Outcomes**

Clay County District Schools currently has agreements with 25 Colleges/Universities, and this is an addition of a new agreement with the University of South Florida Psychology program.

#### **Expected Outcomes**

Placement of interns provides psychologist candidates with real-world experiences that better prepare them for the rigors of working in an educational setting. USF is currently requesting placement for one psychology intern this year, but will be eligible to place additional teacher candidates throughout the duration of this agreement.

#### **Strategic Plan Goal**

Goal 5: Develop and support great educators, support personnel, and leaders.

Strategy 5.1: Recruit, screen, hire, and retain top candidates that reflect the diversity of each school, our district, and community.

#### **Recommendation**

That the Clay County School Board approve the agreement between Clay County District Schools and USF.

#### **Contact**

Roger Dailey, Chief Academic Officer, 904.336.6904 roger.dailey@myoneclay.net

#### **Financial Impact**

\$0

#### **Review Comments**



## STUDENT INTERNSHIP AGREEMENT

This student internship agreement is between THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate ("USF") and THE SCHOOL BOARD OF CLAY COUNTY, a Florida political subdivision ("Host").

USF's School Psychology Program ("Program") requires students seeking Educational Specialist ("Ed.S.") and Doctor of Philosophy ("Ph.D.") degrees to complete an internship providing them significant educational benefits and training, developing their school psychological skills, and preparing them for practice and entry into the field ("Internship").

Host wants to provide certain Ed.S. and Ph.D. students in the Program an internship setting to complete their Internship.

The parties therefore agree as follows:

1. **Points of Contact.** The primary point of contract ("POC") for each party to communicate in the implementation of this agreement will be as follows:

To USF:                   Dr. Kahlila Lawrence, Practicum & Internship Coordinator  
Department of Educational & Psychological Studies  
University of South Florida  
4202 East Fowler Avenue, EDU 105  
Tampa, FL 33620  
kglawrence@usf.edu

To Host:                Dr. Jennifer Shepard, Director of Professional Learning  
The School Board of Clay County  
900 Walnut Street  
Green Cove Springs, FL 32043  
Jennifer.shepard@myoneclay.net

2. **University Responsibilities.** USF shall do the following:

- (1) Advise each student seeking to participate in an Internship not to contact any of the Host's employees outside of the applicable internship selection process regarding placement;
- (2) Communicate with the Host as necessary to facilitate placement of each student seeking to participate in an Internship (if Host is a Florida School District, then the internship selection process is guided by the process adopted by the Florida Association of School Psychologists);
- (3) Confirm the eligibility of any student seeking to participate in an Internship with the Host prior to their placement at the Host's internship setting;
- (4) Assign to each Intern a faculty member from the Program ("Faculty Coordinator") meeting the minimum qualifications for such position as set forth by the National Association of School

Psychologists ("NASP") to provide each student participating in an Internship ("Intern") academic supervision and evaluate Internship progress;

- (5) Inform each Intern that the Host may require the Intern to be covered by health insurance at their own expense and may request proof of insurance at any time;
- (6) Inform each Intern that they must maintain professional liability insurance for students at their own expense for the duration of their Internship and provide USF evidence of such insurance upon request;
- (7) Inform each Intern that they must follow Host's policies, rules, and regulations and NASP's professional standards;
- (8) Provide the Host with information regarding the policies, objectives, and requirements of the Program and the Internship;
- (9) Provide the Host forms to be completed by the Host when evaluating each Intern;
- (10) Collaborate with the Host through the Faculty Coordinator to observe and evaluate each Intern's progress, provide each Intern feedback on their progress, and coordinate Internship activities which may include either or both remote meetings or visits to the internship setting to observe Intern's work and meet with the Intern, their Host Supervisor, and other Host's employees, as needed;
- (11) Determine the sufficiency of each Intern's performance with respect to Program requirements and academic credit related to the Internship; and
- (12) Withdraw any Intern from an internship setting if USF determines the Intern does not meet the standards for continuation in the Program or the Host does not provide an internship setting meeting the requirements established under this agreement.

**3. Host Responsibilities.** Host shall do the following:

- (1) Communicate with USF as necessary to facilitate placement of each student seeking to participate in an Internship;
- (2) Assign each Intern placed by Host at its internship setting between one academic year (no less than ten months for a full-time internship) and two academic years (no more than 24 months for a part-time internship) and allow for the accrual of at least 1500 clock hours for any Intern seeking an Ed.S. degree and at least 2000 clock hours for any Intern seeking a Ph.D. degree during their Internship;
- (3) Assign a certified or licensed psychologist employed by the Host ("**Host Supervisor**") meeting the minimum qualifications for such position as set forth by the NASP to provide direct supervision to each Intern at the field level during the Internship (additionally Host Supervisors of Interns pursuing a Ph.D. must meet the requirements for such a position as set forth in the guidelines for doctoral internships published by the Council of Directors of School Psychology Programs);
- (4) Ensure each Intern submits to and passes a fingerprint-based background check at Intern's own expense as required by Florida law prior to either or both entering Host's school grounds when students are present and any direct contact with students during the Internship;

- (5) Provide each Intern the Host's policies, rules, and regulations and inform them of all federal, state and local laws and regulations pertaining to their performance during their Internship;
- (6) Provide each Intern clinical resources, office space, clerical assistance, and other conveniences commensurate with school psychologists employed by the Host;
- (7) Provide each Intern with diverse experiences that address the ten domains of professional practice prescribed by the NASP;
- (8) Provide each Intern regularly scheduled, supervised, and documented training activities, such as professional development, in-service training, case conferences, seminars, and observation of delivery of school psychology services;
- (9) Collaborate with USF through the Host Supervisor to observe and evaluate each Intern's progress, provide each Intern feedback on their progress, and coordinate Internship activities which may include either or both remote meetings or facilitating visits to the Host's internship setting by Intern's Faculty Coordinator to observe Intern's work and meet with the Intern, their Host Supervisor, and other Host employees, as needed;
- (10) Provide each Intern with appropriate feedback, timely evaluations, and weekly supervision meetings to discuss their performance, including a minimum of two hours per week of face-to-face, individual supervision by Host Supervisor for each Intern;
- (11) Provide USF written evaluations of each Intern's performance at least twice per academic year to be completed by the Host Supervisor on forms provided by USF;
- (12) Provide each Intern the same emergency medical care or minor medical treatment as provided to Host's other employees in accordance with Host's policies, rules, and regulations;
- (13) Provide USF written notice if Intern is involved in a reported incident either or both occurring on the Host's premises and related to their Internship;
- (14) Rescind an Intern's placement at its internship setting if Host determines Intern's conduct has violated any of the Host's policies, rules, and regulations or standards of care by providing USF written notice detailing such conduct.

4. **Termination.** Either party may terminate this agreement without cause by providing the other party 30 days' written notice. Such termination will not prevent the completion of any Internships in progress at the time of termination and this agreement will remain in effect until the completion of all Internships in progress at the time of termination.

5. **Protection of Personal Information**

a. Each party shall implement reasonable and appropriate safeguards to protect "personal information" as defined in § 501.171, Fla. Stat., "education records" as defined in § 1002.225, Fla. Stat. and 20 U.S.C. § 1232g. and "protected health information" as defined in 45 CFR 160.103 disclosed by the other party or otherwise generated by either party in the performance of this agreement ("**Personal Information**").

b. Each party shall safeguard and prevent any unauthorized use or disclosure of Personal Information in accordance with applicable federal and state law, limit access to Personal Information to only its employees with a need to access the Personal Information to perform their job duties related to this agreement, and ensure that such employees are aware of the obligations of this section.

c. If either party becomes aware of any unauthorized use or disclosure of Personal Information or has a reasonable belief that substantial risk of unauthorized use or disclosure exists, it will provide written notice to the other party within five calendar days from the discovery of such unauthorized use or disclosure or substantial risk thereof.

d. Each party will provide commercially reasonable assistance to the other party in identifying individuals potentially affected by such unauthorized use or disclosure. Each party will be responsible for its own costs and expenses associated with such assistance.

6. **Intern Employment Status.** Each party acknowledges that it is the intent of the parties that any Intern placed under this agreement will not be an employee of USF or the Host during the Internship and is participating in the Internship for academic credit. Each party is responsible for taking any actions necessary to ensure their compliance with relevant federal and state laws regarding the employment status of any Intern placed under this agreement.

#### 7. **Notices**

a. For a notice under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by private courier service with proof of delivery and all fees prepaid, (3) by registered or certified mail with return receipt requested and postage prepaid, or (4) by email with delivery receipt.

b. For a notice to a party under this agreement to be valid, it must be addressed to the POC for that party or any other address specified by that party in a notice in accordance with this section.

c. A valid notice under this agreement will be effective when received by the party to which it is addressed. It will be deemed received as follows:

- (1) if it is delivered by hand, by private courier service with proof of delivery and all fees prepaid, by registered or certified mail with return receipt requested and postage prepaid, or by email with delivery receipt, upon receipt as indicated by the date on the signed or otherwise validated receipt; and
- (2) if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

d. If a valid notice is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then that notice or other communication will be deemed received at 9:00 a.m. on the next business day.

8. **Independent Contractor Status.** The parties are independent contractors and neither party will have supervision or control over the other party's officers, employees, agents, or servants in the performance of their duties. Neither party shall be entitled to enter any contracts in the name of or on behalf of the other party,

nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

**9. Insurance**

a. Host is a political subdivision of the State of Florida and is self-insured up to the limits of its waiver of sovereign immunity as set forth in §768.28, Fla. Stat. and is exempt from carrying additional insurance.

b. USF is provided with comprehensive general liability insurance through the State Risk Management Trust Fund with limits of coverage up to a maximum of \$200,000 per occurrence and \$300,000 in aggregate pursuant to the terms and limitations of § 768.28 and Chapter 284 of the Florida Statutes. USF shall provide Host evidence of this coverage upon Host's request. Host acknowledges this coverage is sufficient in lieu of any other insurance requirements. USF's total liability will not exceed the limits of this self-insurance coverage.

c. Neither party is obligated to provide any Intern's personal health insurance under this agreement.

**10. Limited Waiver of Sovereign Immunity.** Each party has sovereign immunity as a state agency or subdivision of the State of Florida. Each party assumes risk of injury or loss of property, personal injury, or death caused by any negligent or wrongful act or omission of its officers, employees, agents, or servants while acting within the scope of their employment as provided in § 768.28, Fla. Stat and subject to the limitations contained therein. Each party acknowledges that nothing contained in this agreement will be construed as a waiver of sovereign immunity by either party or the State of Florida, including its other agencies or subdivisions, beyond that provided in § 768.28, Fla. Stat.

**11. Modification; Waiver.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

**12. Severability.** The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want the court to interpret this agreement as follows:

- (1) for any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (2) if it modifies or disregards an unenforceable provision in accordance with this section, by holding that the rest of the agreement remains in effect as written;
- (3) by holding that any unenforceable provision remains as written in any circumstances other than those in which the provision is held to be unenforceable; and
- (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

13. **Governing Law.** Florida law governs all adversarial proceedings brought by one party against the other party arising out of this agreement or the subject matter of this agreement.

14. **Jurisdiction; Convenient Forum.** As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring such a proceeding in the United States District Court for the Middle District of Florida or a state court sitting in Tampa, Florida. Each party acknowledges that those courts would be a convenient forum.

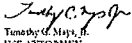
15. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties with respect to such subject matter.

16. **Effectiveness and Date.** This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. If a party signs this agreement but fails to date their signature, the date another party first receives the signing party's signature will be deemed to be the date the signing party signed this agreement.

Each party is signing this agreement on the date stated opposite of that party's signature.

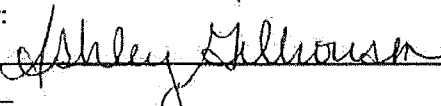
THE UNIVERSITY OF SOUTH FLORIDA  
BOARD OF TRUSTEES

By:  230515

APPROVED AS TO FORM  
AND LEGAL EFFICIENCY  
  
Tanya C. [unclear]  
USF ATTORNEY

R. Anthony Rolle, Ph.D. Date  
Professor and Dean of the College of Education

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By:  5/4/2023

Ashley Gilhousen Date  
Board Chair