

AGREEMENT BETWEEN

St. Johns River State College

and

School Board of Clay County

for

STUDENT INTERNSHIP PLACEMENT

THIS AGREEMENT, effective as of the 1st day of July, 2016 by and between St. Johns River State College acting for and on behalf of the Colleges' Board of Trustees, a public body corporate ("The College") and the School Board of Clay County (the "Internship Agency").

WITNESSETH:

WHEREAS, the College has responsibility for the training of students within an educator preparation program of who require practical experience in various disciplines to complete their professional preparation and development; and

WHEREAS, the Internship Agency, in support and enhancement of the educational programs of the College, is willing and qualified to provide a practical setting through its internet based school so that the College students may participate in activities designed to enhance their educational experience;

WHEREAS, the educational programs of the College will be enhanced through its relationship with the Internship Agency due to the opportunity for its students to participate in educational activities through the cooperative efforts of the Internship Agency and the College;

WHEREAS, the Internship Agency will be benefited from the skills and efforts of the College's student during the internship period.

NOW THEREFORE, in consideration of these premises and of the following mutual promises, covenants and conditions, the parties heretofore named agree as follows:

1. The College may assign and the Internship Agency agrees to accept one or more educator preparation program students for a period of up to 7 weeks. The College shall notify the Internship Agency at least thirty (30) days prior to assigning any student to the Internship Agency. The Internship Agency shall have the right to refuse to accept any student during any period by notifying the College within thirty 30 days after receipt of such notification.
2. While students are on assignment at the Internship Agency, the College shall require that the students are available all days and times agreed upon by the Internship Agency, the College, and student with a schedule to be set by the Internship Agency. This schedule may be modified by mutual agreement of the Internship agency and the College without formal amendment to this Agreement.
3. The Internship Agency shall allow students to participate in various activities during the course of the internship, including but not limited to those activities that will benefit the educational goals of the student in the education preparation program.
4. The instruction and supervision provided by the Internship Agency to students while they are interning at the Internship Agency pursuant to this Agreement shall be intended to expose the students to the principles and practices of the Internship Agency so that the students learn to make appropriate practical use of the knowledge gained as students at the College.
5. The Internship Agency shall insure that qualified employees, those who have successfully completed Clinical Educator training, supervise the students in the performance of their duties during the internship. The Internship Agency, through its qualified employees, shall regularly evaluate the pre-service student's performance, using a standard evaluation form provided by the College.
6. The Internship Agency shall permit the students to use its application programs normally provided to Instructors including, but not limited to, its learning management system, student database, and other electronic instructional tools and systems on the same basis as utilized by its employees.
7. The College shall refer to the Internship Agency only those students who have satisfactorily completed the prerequisite portion of the curriculum which is applicable to the internship.

8. Regardless of any other term or condition contained in this Agreement, students of the College who are learning at the Internship Agency pursuant to this Agreement shall be under the ultimate direction and control of the College, and in no event shall such students be deemed employees or agents of the Internship Agency.
9. The College shall require that students assigned by the College to the Internship Agency shall abide by all procedural rules and regulations applicable to them, including adherence to student confidentiality mandates as dictated by Florida Law and the Family Educational Rights and Privacy Act of 1974 (FERPA). In addition the College may disclose information from a participating student's educational record as appropriate to personnel at the Internship Agency who have a legitimate need to know in accordance with FERPA. The Internship Agency hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the student.
10. College shall honor any request by the Internship/Practicum Agency to remove any student from their internship program whose conduct or performance is not, deemed acceptable by the Internship Agency. Such requests will be in writing and will include a statement as to the reasons for such request.
11. The Internship Agency will inform the student of any known risk or safety issues surrounding his or her work environment.
12. The College shall direct their students who have registered for the internship to be fingerprinted at the closest fingerprint office in the United States within three days of the start of the internship. This directive is in accordance with Florida Statute 1012.315, also known as the Jessica Lunsford Act.
13. To the extent permitted under Section 768.28 of the Florida Statutes, College assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the College and the officers, employees, servants, and agents thereof while acting within the scope of their employment by College. The Internship/Practicum Agency assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the Internship Agency and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the Internship/Practicum Agency. Upon request, either party shall provide evidence that it maintains liability insurance or self-insurance in an amount that is commercially reasonable. College and the Internship/Practicum Agency further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its officers, employees, servants, agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 of the Florida Statutes.
14. Neither party shall discriminate against any student based upon race, ethnicity, color, marital status, age, gender, sex, sexual orientation, gender identity, genetic information, religion, disability or national origin or veteran status.
15. Either party shall have the right to terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters or other materials subject to the provision of Chapter 119, Florida Statutes, and made or received by the Internship Agency in conjunction with this Agreement
 - 15.1 Florida Public Records Act/Chapter 119 Requirements:

The College agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this engagement is one for which services are provided on behalf of the School Board of Clay County by doing the following:

 1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 2. Provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at the cost that does not exceed that provided in Chapter 119, Florida Statutes or otherwise provided by law.
 3. Ensure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contract or upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the School Board of Clay County.
16. The name and address of the representative of the College for this Agreement is Office of Teacher Education, 5001 St. Johns Avenue, Palatka, FL 32177. The name and address of the representative of the Internship Agency for this Agreement is Lana Racine-Haffner, Clay Virtual Principal, 2300 Kingsley Avenue, Orange Park, FL 32073. In the event that different representatives are designated by either party after execution of this agreement, the name and address of the new representatives shall be furnished in writing to the other party.

17. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by mail with the United Postal Service, addressed to a receiving party at its respective last known address as indicated in the previous paragraph.
18. This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
19. The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties and no other terms or conditions in the future shall be valid and binding on any party unless reduced in writing and executed by both parties.
20. The term of the Agreement shall be one (1) year. This Agreement will automatically renew on an annual basis unless terminated by either party in writing upon sixty (60) days written notice. In the event this Agreement is terminated during an internship, the student will be permitted to complete the internship.

[Signatures]

St. Johns River State College

School Board of Clay County

Joe Pickens
President, St. Johns River State College

Johnna McKinnon
School Board Chair, School Board of Clay County

Date

Date

Recommended by:

Recommended by:

Melanie Rosen Brown, Ph.D.
Vice President of Academic Affairs/CAO

Date

Michael Wingate,
Director of K-12 Academic Services

Date

[Handwritten Signature] 6-30-16

Approved as to Form and Legality:

Approved as to Form and Legality:

Office of General Counsel

Date

Office of General Counsel

Date