

## **Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is made on 04/21/2016 by and between The District Board of Trustees of Florida State College at Jacksonville (“FSCJ”), a public body corporate of the State of Florida, with its primary address at 11901 Beach Boulevard, Jacksonville, FL 32246; and The School Board of Clay County, Florida, 900 Walnut Street, Green Cove Springs, Florida 32043.

The parties may hereinafter be referred to as the “Parties.”

WHEREAS, FSCJ’s mission is to provide high value, relevant lifelong education that enhances the intellectual, social, cultural, and economic development of our diverse community;

WHEREAS, The School Board of Clay County, Florida exists to prepare life-long learners for success in a global and competitive workplace and in acquiring applicable life skills.

WHEREAS, the FSCJ offers the Information Technology Rapid Reemployment (I-TECH) Program which prepares its participants in the computer information technology (CIT) industry; and.

WHEREAS, the purpose of this agreement is to make clear the roles and responsibilities of both parties, namely FSCJ and SBCC, in the sponsorship of a student Internship.

NOW, THEREFORE, in consideration of these premises and the terms and conditions set forth herein, the Parties agree as follows:

### **I. Term**

The term of this agreement will commence with the date of the final signature and end by mutual agreement of the parties. Both parties understand that this agreement may be modified or revised through written amendments, or by mutual consent.

### **II. Purpose**

The purpose of this agreement is to make clear the roles and responsibilities of both parties, namely FSCJ students enrolled in the I-TECH Program and SBCC, in the sponsorship of a student Internship.

### **III. Duties and Responsibilities of Florida State College at Jacksonville**

- A. FSCJ will have control over all phases of the Student Internship program, including student eligibility requirements, Case Management appointments, academic, and all other pertinent matters that are internal to FSCJ.
- B. FSCJ will provide evaluation materials to the SBCC and maintain the necessary records of participating students.
- C. FSCJ will employ a Case Manager to provide current Internship guidelines to SBCC personnel, and to assist in resolving any problems or difficulties.
- D. FSCJ will provide students to the SBCC for their internship in accordance with the FSCJ academic calendar and the agreement reached on the capacity of the SBCC to accommodate students within these timelines.
- E. The Intern will be paid an hourly wage for hours actually worked throughout the Internship as detailed by the FSCJ I-Tech Program and will be paid by the FSCJ I-Tech Program.
- F. FSCJ is self-insured for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the FSCJ. Its self-insured fund and various policies are authorized pursuant to Florida Statutes and the District Board of Trustees. The FSCJ agrees to maintain its self-insurance fund and excess policies for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the FSCJ to be sued; or (iii) a waiver of sovereign immunity of the FSCJ beyond the waiver provided in Section 768.28, Florida Statutes.
- G. Interns shall submit to a Level II background screening in a manner prescribed by SBCC. The Level II background screening shall be a condition precedent to the Intern being placed. FSCJ acknowledges that Interns whose background screenings do not meet the background screening requirements of SBCC may not be considered for placement with SBCC.

### **IV. Duties and Responsibilities of SBCC**

- A. The SBCC agrees to prepare a written Internship Job Description that outlines the duties and responsibilities of the intern for submission to FSCJ.
- B. The SBCC will provide suitable and safe workspace, resources, and activities to provide students with adequate orientation, training, supervision, and evaluation of their duties and responsibilities by qualified professional personnel.
- C. The SBCC is solely responsible for the selection of the student intern/s.
- D. The SBCC agrees to notify FSCJ of any changes in staffing or in its services that will affect a student's internship experience.

- E. The SBCC will provide the student and FSCJ with written notifications of any requirements for the student to complete a drug test, or physical examination prior to the start of the internship experience.
- F. The SBCC is solely responsible for compliance with all local and state labor laws, as well as the federal anti-discrimination requirements outlined in Title VII of the Civil Rights Act of 1964, and Title IX of the Educational Amendments of 1972.
- G. SBCC is self-insured for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by SBCC. Its self-insured fund and various policies are authorized pursuant to Florida Statutes and the School Board. SBCC agrees to maintain its self-insurance fund and excess policies for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the SBCC to be sued; or (iii) a waiver of sovereign immunity of the SBCC beyond the waiver provided in Section 768.28, Florida Statutes.

**V. Joint Responsibilities**

- A. FSCJ and the SBCC enter into this affiliation for the purpose of educating and training a FSCJ I-TECH Program Student Intern, hereinafter referred to as "student(s)".
- B. FSCJ and SBCC will comply with all Federal and State laws and regulations prohibiting discrimination.
- C. The program of student education and training with the SBCC and the scheduling of his/her internship at the SBCC will be determined by mutual agreement between the SBCC and FSCJ.
- D. Both FSCJ and the SBCC will maintain confidentiality of all consumer and student records at all times.
- E. FSCJ is responsible for dismissal of a student for academic or disciplinary reasons, but the SBCC maintains the right to remove a student from an affiliation if the student does not comply with the rules, policies, procedures, or standards of the SBCC. In the event of the student's removal by the SBCC, the Case Manager at FSCJ must be notified prior to dismissal. Both FSCJ and the SBCC will determine jointly if and when a student should be permitted to return to the SBCC and continue the Internship experience

**VI. Termination**

The Parties shall have the right to terminate this MOU with or without cause upon thirty (30) days prior written notification to the other Parties. Provided however, no cancellation shall interrupt or interfere with events or activities already begun during the term such notice is given. Such termination shall be in writing, signed by the duly authorized officer(s) of the Party terminating the MOU, and shall be sent pursuant to the requirements of Section VI.

**VII. Notices**

Any notice required or permitted by this MOU shall be given to the following representative of each Party, at the address set forth below, by hand delivery, by registered mail, return receipt requested, or by overnight mail or courier service, signed acknowledgement of receipt required. Notice shall be deemed as given on the day of receipt of the notice, as indicated on the signed and dated receipt of acknowledgement, of on the date of hand delivery:

If to FSCJ: Dr. Robin Cole, Jr.  
Dean Career Education  
Florida State College at Jacksonville  
South Campus  
11901 Beach Boulevard  
Jacksonville, FL 32246

With Copy to: Office of General Counsel  
Florida State College at Jacksonville  
501 West State Street, Suite 403  
Jacksonville, FL 32202

If to SBCC: Carl D. Hendrick  
Assistant Superintendent  
Information and Technology Services  
900 Walnut Street  
Green Cove Springs, FL 32043

With Copy to: Information and Technology Services  
900 Walnut Street  
Green Cove Springs, FL 32043

If after this MOU is executed, a Party designates a new representative to accept notice, the Party shall furnish the new representative's name and address, in writing, to the other Parties, and a copy of the notice shall be attached to this MOU.

**VIII. State of Florida Political Subdivision**

The Parties hereto acknowledge and agree that FSCJ and SBCC are political subdivisions of the State of Florida. As such, The parties' performance under this MOU and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all state laws, state regulations, and District Board of Trustees Rules which are applicable to FSCJ's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that each other's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F. S. (the

provisions and limitations of which are not waived, altered, or expanded by anything herein).

Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of FSCJ or SBCC to be sued; or (iii) a waiver of sovereign immunity of the FSCJ or SBCC beyond the waiver provided in Section 768.28, F.S. As FSCJ and SBCC are political subdivisions of the State of Florida, this MOU is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This MOU is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.

**IX. Public Access to Records**

FSCJ and SBCC, as political subdivisions of the State of Florida, are subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. The Parties agrees to comply with applicable Florida Statutes as it relates to the generation, maintenance and provision of access to all public records related to this MOU.

**X. Miscellaneous**

- A. Performance of this MOU by either Party shall at all times be subject to availability of funds lawfully appropriated for the purposes herein set forth. In the event the necessary funds, or personnel, or equipment, or supplied become unavailable to either FSCJ, either may temporarily suspend performance hereunder or, if necessary, give notice of termination.
- B. This MOU shall be interpreted in accordance with and governed by the laws of the State of Florida.
- C. This MOU is severable such that should any provision of this MOU become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable. No waiver or delay in enforcement of any breach of any provision of this MOU shall constitute a waiver of any preceding or succeeding breach or delay in enforcement of any other provision of this MOU.
- D. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original constitutes the entire MOU and understanding between the Parties, and supersedes all prior MOUs and understandings, oral and written, and all other communications between the Parties related hereto.
- E. Parties shall not be responsible for their default, delay, or failure to perform any terms or conditions herein when failure to perform is due to causes beyond such Party's reasonable control including, but not limited to: civil unrest, strike, lockout, action or

- inaction of governmental authorities, epidemic, war, embargo, fire, natural disaster, act of God, or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused delay, default, or force majeure.
- F. No alteration, modification, of variation of the terms of this MOU shall be valid unless made in writing and signed by all Parties. This MOU is not binding upon the Parties until it has been signed by the duly authorized representatives of the Parties.
  - G. The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.
  - H. Neither Party shall use the other Party's name, trademarks, or logos with the express written consent of said Party.
  - I. Neither Party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability, veteran or marital status. FSCJ provides equal opportunity for educational opportunities and employment to all. If you have concerns regarding discrimination, harassment or retaliation, please contact the [College's Equity Officer](#) at 501 West State Street, Jacksonville, FL 32202 or by phone at (904) 632-3221, toll-free at (877) 578-6801 or via email at [equityofficer@fscj.edu](mailto:equityofficer@fscj.edu) for information.
  - J. The Parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA), and that student authorization must be obtained before releasing specific student data to anyone other than College. College agrees to obtain appropriate releases from the students.
  - K. Each Party and the person signing this MOU represents and warrants that they are authorized to sign this MOU on behalf of their respective organization as the act and deed of that organization, and that such organization agrees to be bound by the terms and conditions of this MOU.

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the day and year above set forth.

**FLORIDA STATE COLLEGE AT JACKSONVILLE**

By: \_\_\_\_\_  
Dr. Margarita Cabral-Maly  
President, Kent Campus

**The School Board of Clay County, Florida**

By: \_\_\_\_\_  
Johnna McKinnon  
Chair, School Board of Clay County