SCHOOL PSYCHOLOGIST INTERN 2013-2014 CONTRACT

AGREEMENT

THIS AGREEMENT made and entered into this 20th day of June, 2013, by and between the SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as the BOARD and Lotoya Odom, hereinafter referred to as the INTERN.

WITNESSETH:

WHEREAS, the INTERN is a student enrolled in the Department of Psychology and Counselor Education Specialist in School Psychology program of study at Nicholls State University, hereinafter referred to as NSU, and

WHEREAS, Student Services has an INTERN MEMORANDUM OF AFFILIATION AGREEMENT, hereinafter referred to as AGREEMENT, with NSU, which AGREEMENT was entered into on March 22, 2013, and

WHEREAS, the INTERN is seeking to become certified by the State of Florida as a School Psychologist and to attain that certification, the Intern is required by law to serve an internship, and

WHEREAS, The BOARD is willing to allow the INTERN to fulfill the internship required by law under its supervision, subject to the agreement of the INTERN to the certain conditions.

NOW THEREFORE, in consideration of the mutual covenants set forth in the AGREEMENT and as set forth herein, the BOARD and the INTERN agree as follows:

- 1. The INTERN will not be an employee of the Clay County School Board but rather will be a student intern serving an internship in the Clay County School System. Nothing herein shall constitute or allow the creation of an employer/employee relationship. The relationship between the BOARD and the INTERN shall be that of a contracted School Psychologist Intern.
- 2. The BOARD will pay the INTERN the total sum of \$5,000.00 payable during the 2013-2014 school year in 10 monthly installments of \$500.00 each. The payments made to the INTERN shall be exclusive of those deductions required for federal withholding taxes and social security benefits. The INTERN shall be responsible for making all payments for federal withholding, social security and unemployment taxes. The INTERN shall not be treated as an employee for purposes of any benefits which are made available only to those persons who are employees of the BOARD. Any time lost will result in the loss of pay for each hour the INTERN's services are not delivered.
- 3. The INTERN will act as a School Psychologist Intern and agrees to perform those duties specified herein:

- a. Follow established school system and departmental policies and procedures.
- b. Cooperate with the supervising psychologist and follow his/her instructions. All assignments must be cleared by him/her; all reports must be co-signed; release of oral or written diagnostic information to school personnel, parents and students must be authorized by the supervising psychologist.
- c. Provide at least one-half the evaluation services as the supervising psychologist.
- d. Attend conferences and meetings requested by the Director of Student Services or the supervising psychologist
- e. Keep an accurate daily log of psychological work performed.

4. The INTERN shall, at no cost to the BOARD, submit to and pass a Level II background screening and fingerprinting in accordance with the Jessica Lunsford Law prior to entering upon school grounds when students are present and prior to having any contact of any kind or nature whatsoever with students.

5. This contract hereby incorporates by reference all of the terms of the AGREEMENT between Student Services and Nicholls State University as though fully set forth herein. INTERN acknowledges that he has read and understands the terms of this contract and the AGREEMENT.

The BOARD may by written notice to the INTERN terminate this contract if the INTERN is found to have failed to perform his/her obligation under this contract in a manner satisfactory to the BOARD. Failure of the INTERN to comply with this contract shall give the BOARD the right to cancel the contract, however, failure to exercise this right, in any instance, shall not act as a waiver or prevent the subsequent exercise of said right by the BOARD or prejudice its right to any claim for damages resulting from such default or breach of contract.

INTERN

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Lotoya Odom

Carol Y. Studdard, Chair

Date

Date