

INTERNSHIP AFFILIATION AGREEMENT

This Agreement is entered into by and between The University of Scranton, a Pennsylvania nonprofit corporation, hereinafter called "University", and The School Board of Clay County, Florida, hereinafter called "District."

WITNESSETH:

WHEREAS, the University, in need of internship sites for students in its College of Graduate & Continuing Education (hereinafter CGCE) has expressed its interest in using the facilities of the District; and

WHEREAS, the District has such facilities and desires to have University of Scranton CGCE students train at such facility;

NOW THEREFORE, in consideration of these promises and of the mutual agreements set forth herein, the University and the District agree as follows:

The University and the District mutually agree:

1. To establish the educational objectives for the internship experience, devise methods for their implementation, and evaluate the effectiveness of each;
2. Not to discriminate against students covered by the Agreement on the basis of race, color, sex, creed, religion, age, national origin, veteran status or nondisqualifying disability; and
3. That the University and the District shall comply with the provisions of the Family Educational Rights and Privacy Act of 1974, as amended (FERPA) and treat all information about students as confidential. No reference or transcripts pertaining to students in the program shall be provided to a third party by the University or the District without written authorization from the student, or as otherwise permitted by law.

The University agrees:

1. To assume responsibility for assuring continuing compliance with the educational standards established by the Department of CGCE of the University; to provide an onsite supervisor as University deems necessary to supplement the experience provided by District's cooperating administrator;
2. To establish and maintain communication with the District on items pertinent to the specific internship program and to arrange on-site visits will where feasible;
3. To discuss with the District, at a time mutually agreed upon, the students who

have been selected for District internship at their internship site, including the level of academic preparation and length and dates of the internship experience;

4. To advise the student of their responsibility for complying with the policies, rules and regulations of the District, and conforming to the standards and practices established by the University for students doing internships at the District;
5. To make available for internships University students who are covered by the University's professional liability insurance policy, who are students in good standing at the University whom the University has identified as appropriate candidates for an internship experience and who meet the admission standards established by District;
6. To review the student's log of weekly activities and reactions to them;
7. To ensure that each student intern, at no cost to the District, submits to and passes a Level 2 background screening as required by Florida Statutes prior to entering upon any District school campus, and
8. To abide by, and have its student(s) abide by, any additional requirements imposed by the Agency, as set forth in Exhibit "A" which is attached hereto (Attached; Not attached). To the extent that the terms in Exhibit "A" and the provisions of this agreement conflict, the terms in Exhibit "A" control;

The District agrees:

1. To designate a cooperating administrator who will provide intern with the appropriate administration experience;
2. To provide the physical facilities and equipment necessary to conduct the internship experience;
3. To cooperate with the University and the student to establish internship priorities and a written plan evidencing the goals of the internship experience;
4. To prepare a final evaluation of the student's internship experience at the completion of the student's program with the district on the form provided by the University;
5. To determine and notify the University of the number of students which the District can accommodate during a given period of time;
6. To make available at the student intern's work site a copy of the District's

policies, rules and regulations with which the student is expected to comply;

7. To make arrangements for or referrals to emergency care for injuries incurred on District's premises. The student is responsible for his or her health care costs.
8. To review the student's log of weekly activities and reactions to them;
9. To advise the University at least mid-term of any serious deficiency noted in the ability of the student intern to progress toward achievement of the stated objectives of the internship experience, after which it then becomes the mutual responsibilities of the student intern, the internship supervisor, and the University coordinator to devise a plan by which the student may be assisted to achieve the stated objectives; and
10. That the District has the right, with notice to the University, to terminate any internship where the intern's conduct or performance violates District rules, where the internship is detrimental to the students, or where the purpose of the internship cannot be achieved for financial or other reasons.

Term of Agreement and General Provisions

1. Both parties understand that internships are usually one semester in length. District shall select the site and placement with notice to the University intern. This Agreement shall be effective when executed by both parties for a period of five (5) years beginning August 1, 2010 and ending on July 31, 2015 unless otherwise terminated by written notice by one of the parties in accordance with paragraph three (3) below.
2. This Agreement may be modified only by written amendments signed by both parties hereto. Any attempt to modify this Agreement without mutual written consent shall be void.
3. Either party may terminate this Agreement, by providing thirty (30) days written notice to the other party. Any notice required by this Agreement shall be given to the Administrator of the Agency or the Dean of the College of Graduate & Continuing Education of the University by the notifying party, and shall be sent postage prepaid by certified mail, return receipt requested and shall be effective on the date indicated on the return receipt. In the event of termination under this paragraph, any internship which is ongoing at the time of notice of termination shall not be affected and shall be allowed to proceed to the end of the semester.
4. The District and the University are independent entities. Nothing in this

Agreement shall be construed to create a relationship of employer and employee, principal and agent, joint venturers, partners or any relationship other than independent contractors.

5. Nothing in this Agreement is intended to or shall create any rights or remedies in any third parties.
6. This Agreement may not be assigned without the express written consent of both parties. Any attempt to assign this Agreement without mutual written consent shall be void.
7. No failure by either party to insist upon the strict performance of any term of this Agreement shall constitute a waiver of any breach of such term. No waiver of the breach of any provision of this Agreement shall be deemed a waiver of any other breach of the same or a different provision.
8. This Agreement contains the entire agreement between the District and the University relating to the rights granted and the obligations assumed by this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.
9. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the University and the District have caused this Agreement to be signed by their respective administrators on the dates noted below.

THE UNIVERSITY OF SCRANTON

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Coordinator of Internship Program
Telephone No. (570)941-6376 _____

District Contact
TelephoneNo. _____