

CLINICAL INTERNSHIP AGREEMENT

for _____

THIS AGREEMENT entered into this 15 day of June, 2022, by and between the The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University whose address is 1500 N. Patterson, Valdosta, GA 31698 hereinafter referred to as the UNIVERSITY, and THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, whose address is 301 4th Street SW, Largo, Florida 33770, hereinafter referred to as the SCHOOL BOARD.

WITNESSETH

WHEREAS, the SCHOOL BOARD and the UNIVERSITY desire that the public interest be served by ensuring a continuing source of competent instructors;

WHEREAS the UNIVERSITY desires that its students (hereinafter INTERNS) obtain instructional experience at public schools of the SCHOOL BOARD; and

WHEREAS, the SCHOOL BOARD is offering to provide the necessary facilities for said instructional experience in recognition of the need to train the INTERNS, under the terms and conditions set forth in this AGREEMENT.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

SCHOOL BOARD RESPONSIBILITIES

- 1) The SCHOOL BOARD shall determine the work location and assignment of INTERNS in collaboration with the UNIVERSITY. The SCHOOL BOARD will not place any INTERN applicants for final internship in a school in which the applicant has a relative who is an employee or a student. INTERN applicants must have passed the General Knowledge test before assignment.
 - a) INTERN applications for final internship shall be submitted to the SCHOOL BOARD by the appropriate UNIVERSITY representative according to the following timeline:
 - i) Fall semester INTERN applications shall be received no later than the second Monday of October of each calendar year.
 - ii) Spring semester INTERN applications shall be received no later than the second Monday of March of each calendar year.

- 2) The SCHOOL BOARD shall assign only employees (hereinafter "SUPERVISING INSTRUCTORS") who have appropriate certification, and/or licenses, experience, and have met other statutory requirements which meet applicable SCHOOL BOARD standards of accreditation, to supervise INTERNS. SUPERVISING INSTRUCTORS shall not receive compensation for serving in such capacity, but UNIVERSITY may provide them with an honorarium and/or a tuition waiver.
- 3) INTERNS shall be under the direct supervision of the SUPERVISING INSTRUCTOR during internship responsibilities.
- 4) SUPERVISING INSTRUCTORS shall be available for scheduled and unscheduled conferences at reasonable times with INTERNS and/or UNIVERSITY staff.
- 5) In consideration of the SCHOOL BOARD's responsibility for the care and safety of its pupils, the SCHOOL BOARD shall have the right to refuse or discontinue its facilities and services to any INTERN or UNIVERSITY staff, and to remove an INTERN or UNIVERSITY staff, who does not continuously meet the SCHOOL BOARD's professional or other requirements or the requirements of any appropriate authority controlling and directing SCHOOL BOARD facilities and services. In the event of any inappropriate actions by an INTERN, SCHOOL BOARD staff will notify the UNIVERSITY staff in order that appropriate action may be taken by the UNIVERSITY. In the event of a threat to pupil safety, which shall be determined by the SCHOOL BOARD in its sole discretion, the SCHOOL BOARD shall have the right to take said action immediately and shall verbally notify the UNIVERSITY as soon thereafter as is practicable.
- 6) The SCHOOL BOARD agrees to make the following facilities available to the UNIVERSITY in order to provide experience for INTERNS.
 - a) Cafeteria facilities, if available, shall be open to the INTERNS while on assignment at the SCHOOL BOARD. The costs of meals at such facilities shall be borne by the INTERNS.
 - b) The SCHOOL BOARD library facilities used by SCHOOL BOARD staff members shall be open to INTERNS.
 - c) Vehicular parking at the SCHOOL BOARD's facility shall be provided for INTERNS.
- 7) The SCHOOL BOARD agrees to indemnify and save harmless the UNIVERSITY to the extent of the monetary limitations imposed by Section 768.28, F.S. However, nothing herein shall be deemed to indemnify the UNIVERSITY for any liability or claim arising out of the

negligent performance or failure of performance of the UNIVERSITY or as a result of the negligence of any unrelated third party.

UNIVERSITY RESPONSIBILITIES

- 8) The UNIVERSITY shall inform SCHOOL BOARD staff of UNIVERSITY criteria for INTERN assessment.
- 9) Should SCHOOL BOARD find for whatever reason that an INTERN or applicant to be an INTERN is not qualified according to SCHOOL BOARD standards, SCHOOL BOARD shall notify UNIVERSITY and it shall be UNIVERSITY's duty to notify the INTERN or applicant.
- 10) The UNIVERSITY shall inform SCHOOL BOARD staff as to the extent of the academic preparation of the INTERNS for the purpose of assignment of the INTERNS to the appropriate level of clinical experience.
- 11) The UNIVERSITY staff will be designated as being responsible for the coordination and implementation of the program of learning. The UNIVERSITY maintains its responsibility for the instruction and supervision of INTERNS assigned to the SCHOOL BOARD for clinical experience:
 - a) The instruction will be pertinent to the clinical objectives stated in the course syllabus. The UNIVERSITY staff will not provide on-site clinical supervision of its INTERNS.
 - b) A copy of the clinical objectives shall be submitted to the SCHOOL BOARD by the UNIVERSITY clinical coordinator prior to execution of this AGREEMENT. The UNIVERSITY clinical coordinator will function in cooperation with the UNIVERSITY staff assigned responsibility for instruction.
 - c) The UNIVERSITY will provide the SCHOOL BOARD with a copy of the appropriate evaluation form. The SCHOOL BOARD will be responsible to evaluate the performance of the assigned INTERN on a regular basis and shall timely send the completed evaluation to the UNIVERSITY.
- 12) The UNIVERSITY agrees to assume responsibility for the clinical experience and grades of the INTERNS.
- 13) The UNIVERSITY shall arrange meetings with appropriate SCHOOL BOARD staff to review and evaluate the progress of the INTERNS, as needed, consistent with SCHOOL BOARD staff's availability.

- 14) The UNIVERSITY shall require that its INTERNS and UNIVERSITY staff attend INTERN orientation(s) scheduled to acquaint the INTERNS and UNIVERSITY staff with the SCHOOL BOARD's rules and regulations and the Florida Department of Education's Code of Ethics and Principles of Professional Conduct and the UNIVERSITY shall hold them responsible for same.
- 15) The UNIVERSITY shall require that each INTERN be fingerprinted in accordance with Florida law and SCHOOL BOARD policy and that the results be made known to the SCHOOL BOARD prior to placement of the INTERN in a public school. Pursuant to Florida law, no INTERN who has been convicted of a crime involving moral turpitude shall be placed into a public school.
- 16) The UNIVERSITY agrees that the INTERNS and UNIVERSITY staff assume personal responsibility for their own medical care and hospitalization.
- 17) Negligence: Each party will be responsible for any injury or property damage caused by negligence or other wrongful act or omission of its own employees acting within the scope of employment and subject to such limitations as may be prescribed by applicable laws. Any liability of the University will be governed by the laws of the State of Georgia, including but not limited to the Georgia Tort Claims Act and Georgia Workers' Compensation Act.
- 18) School is an agency of the State of Georgia and is subject to the provisions of the Georgia Tort Claims Act (GTCA). O.C.G.A. 50-20-21 et. Seq. Pursuant to GTCA, School and its employees are covered for enumerated claims to a maximum of One Million Dollars (\$ 1,000,000.00) per person and Three Million Dollars (\$3,000,000.00) per occurrence. Participating students must show proof of liability insurance in amounts satisfactory to the facility and will provide evidence of such insurance upon request of the Facility. School will inform its participating students of Facilities requirements regarding their professional liability insurance. School will provide Worker's Compensation Insurance coverage for its participating faculty members. However, School will not provide Worker's Compensation Insurance or other insurance coverage for its students.
- 19) Annually, each UNIVERSITY staff assigned to a specific program will meet with the SCHOOL BOARD representatives to coordinate the progress of the course of instruction and to determine its effectiveness.

20) The UNIVERSITY understands and agrees that it is subject to all federal and state laws and SCHOOL BOARD rules relating to the confidentiality of student information. The UNIVERSITY further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"). The UNIVERSITY shall regard all student information as confidential and will not disclose the student information to any third party.

MUTUAL RESPONSIBILITIES

- 21) The instructional schedule and internship sites shall be planned in collaboration between the Parties. The SCHOOL BOARD shall have final authority for work location and assignment of INTERNS. The instructional schedule shall be finalized at least thirty (30) days prior to the beginning of such schedule, unless otherwise agreed to by the Parties' designees.
- 22) The SCHOOL BOARD and the UNIVERSITY shall acquaint the INTERNS with the policies, standards, rules, and regulations of the SCHOOL BOARD.
- 23) SCHOOL BOARD and UNIVERSITY staff will direct the instruction and supervision for the INTERNS according to the respective course description and/or syllabus.
- 24) SCHOOL BOARD and UNIVERSITY staff will make periodic assessment of INTERNS' progress as required.
- 25) The parties agree to periodically review and discuss the operation of this AGREEMENT to insure that each Party's objectives hereunder are being satisfied. The Parties shall confer as otherwise necessary to the administration of this AGREEMENT.
- 26) Any notices required to be permitted under this AGREEMENT shall be served by certified mail, return receipt required, at the addresses set forth below:

<u>UNIVERSITY/COLLEGE</u> Program: <u>Valdosta State University -</u> <u>COEHS</u> <u>1500 N. Patterson Street</u> Address <u>Valdosta, GA 31698</u> Address Attn: <u>Melissa Nolley</u>	THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA 301 4 th Street SW Largo, Florida 33770 Attn: Debra Cucchiara
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- 27) The TERM OF THIS AGREEMENT shall be from the date hereof through June 30, 2026 and from fiscal year to fiscal year thereafter, upon the approval of the Superintendent of Schools or designee, except that either Party hereto may terminate this AGREEMENT effective on the next expiration date thereof by giving written notice to the other Party no later than sixty (60) days prior to said expiration date.
- 28) It is the policy of the Parties that no citizen of the United States or any other person within the jurisdiction thereof shall, on the basis of race, color, national origin, religion, sex, age, sexual orientation or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or under any educational program or activity of the Parties.
- 29) No person shall be denied access to or the benefits of this training program on the basis of race, color, gender, age, religion, ethnic or national origin, material status, sexual orientation, social and family background, linguistic preference, pregnancy or disability, unless otherwise provided by law.
- 30) The Parties expressly intend that, while performing internship duties, no INTERN or UNIVERSITY staff, agent, servant, contractor, or employee be deemed an agent, servant, contractor, or employee of the SCHOOL BOARD for purposes of compensation, fringe benefits, workers' compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the educational program, INTERNS are placed with the SCHOOL BOARD to receive teaching experience as part of their academic curriculum. Those duties performed by INTERNS are not performed as employee, but in fulfillment of academic requirements and are performed under supervision. At no time shall INTERNS replace or substitute for an employee of the SCHOOL BOARD.
- 31) Subject to provisions herein to the contrary, this AGREEMENT shall insure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. No party may assign this AGREEMENT without the prior written consent of the other party, the consent of which shall be given at the party's sole discretion.
- 32) The waiver by either party of a breach or violation of any provision of this AGREEMENT shall not operate, or be construed to constitute, a waiver of any subsequent breach of the same, or any breach or violation of any other, provision thereof. All remedies, either under this AGREEMENT, or by law or otherwise afforded, will be cumulative and alternative. All waivers to be effective shall be in writing and signed by a duly authorized officer of the

waiving Party.

- 33) Each Party to this AGREEMENT agrees to comply with all applicable federal, state and local laws, rules and regulations (Laws). In the event of a conflict, the Laws shall take precedence over any provision of this AGREEMENT.
- 34) If any provision of this AGREEMENT is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the Parties under this AGREEMENT will not be materially and adversely affected thereby, such provision will be fully severable. This AGREEMENT will be construed and enforced as if such illegal, invalid or unenforceable provision had never compiled a part hereof. The remaining provisions of this AGREEMENT will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from, and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this AGREEMENT a legal, valid and enforceable provision similar to the such illegal, invalid or unenforceable provision.
- 35) This AGREEMENT sets forth the ENTIRE AGREEMENT and the understanding of the Parties as to the matters contained herein.
- 36) This AGREEMENT shall not be modified or amended except in writing and signed by both parties or executed with the same formalities as this AGREEMENT.
- 37) This AGREEMENT is entered into voluntarily by the signatories to this AGREEMENT.

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

Superintendent The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University (UNIVERSITY)

Kei K. Hurdick

Date 2/27/2023

DocuSigned by:
Robert Smith
D1B62385889F440
(Authorized Signature)

Approved as for form:

Daniel K. ...

School Board Attorney

Provost and Vice President for Academic Affairs

2/22/2023 | 4:12 PM EST

(Title)

(Date)

Approved as to form
Valdosta State University
Office of Legal Affairs
Justin M. Arrington, Chief Legal Affairs Officer *JA*
2-22-23