

STUDENT INTERNSHIP PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into by and between the University System of Georgia by and on behalf of **VALDOSTA STATE UNIVERSITY** whose address is 1500 N. Patterson St. Valdosta, GA 31698, (hereinafter referred to as “**College/University**”), and **THE SCHOOL BOARD OF MARION COUNTY, FLORIDA**, whose address is 1614 E. Fort King Street, Ocala, Florida 34471, (hereinafter referred to as “**School Board**”).

WITNESSETH:

WHEREAS, the School Board is committed to promoting growth in those who teach and to ever improving the quality of teaching, the School Board recognizes that with this commitment comes the responsibility of training teachers new to the field;

WHEREAS, all teachers’ first obligation is to their students, teachers also have a professional responsibility to enhance the craft of teaching itself. To that end, the School Board will work in partnership with educational programs approved by the Florida Department of Education to provide student teaching and other clinical experiences as outlined in this Agreement;

WHEREAS, the School Board and College/University desire that the public interest be served by ensuring a continuing source of competent instructors;

WHEREAS, the College/University desires that its students (hereinafter referred to as “Student Interns”) obtain instructional experience at public schools of the School Board; and

WHEREAS, the School Board is offering to provide the necessary staff and facilities for said instructional experience in recognition of the need to train the Student Interns, under the terms and conditions outlined in this Agreement.

IT IS, THEREFORE, agreed by and between the parties that:

A. SCHOOL BOARD RIGHTS AND RESPONSIBILITIES

1. **Program**. The School Board will determine the work location and assignment of Student Interns in collaboration with the College/University. The School Board will not place any Student Intern applicants for final Student Internship in a school in which applicant has a relative who is an employee or a student. Student Intern applicants must have passed the General Knowledge test before assignment.

(a) Student Intern applications for final Student Internship must be submitted to the School Board by the appropriate College/University representative according to the following timeline:

(i) Fall semester Student Intern applications must be received no later than the last Monday of October of each calendar year.

(ii) Spring semester Student Intern applications must be received no later than the last Monday of March of each calendar year.

2. **Cooperating Teachers.** The School Board shall assign only employees (hereinafter referred to as “Cooperating Teachers”) who have appropriate certifications or licenses, experience, and have met other statutory requirements which meet applicable School Board standards of accreditation to supervise Student Interns. Cooperating Teachers will not receive compensation for serving in such capacity, but College/University may provide them with an honorarium or a tuition waiver. Colleges/Universities must send honorariums to the location identified below:

The School Board of Marion County, Fla

Attn: Accounts Payable

PO Box 670

512 SE 3rd Street

Ocala, FL 34471

- (a) Student Interns will be under the direct supervision of the Supervising Instructor while on School Board property.
- (b) Cooperating Teachers shall be available for scheduled and unscheduled conferences at reasonable times with Student Interns or College/University Staff.
- (c) Cooperating Teachers will timely evaluate the performance of the assigned Student Intern and send the completed evaluation forms to the College/University with a frequency determined by the College/University.
- (d) The School Board will select partnership schools, based on the needs of the Student Interns, to meet the objectives of the Student Internship Program.

3. **Care and Safety.** In consideration of the School Board’s responsibility for the care and safety of its students, the School Board may remove from or refuse access to its facilities to any Student Intern or College/University staff member, who does not continuously meet the School Board’s professional requirements or the requirements of any appropriate authority controlling and directing School Board facilities and services. In the event of any inappropriate actions by a Student Intern or College/University staff member, School Board staff will notify the College/University so that the College/University may take appropriate action. In the event of a threat to student safety, which will be determined by the School Board in its sole discretion, the School Board will take immediate action and verbally notify the College/University as soon thereafter as is practicable.

4. **Facilities.** The School Board agrees to make the following facilities available to Student Interns and College/University staff to provide experience for Student Interns.

- (a) Access to classrooms designated for the Student Internship Program;
- (b) Cafeteria facilities, if available, while on assignment at the School Board. The Student Interns shall bear the costs of meals at such facilities.
- (c) The School Board library facilities used by School Board staff members.

(d) Vehicular parking at School Board's facilities.

B. COLLEGE/UNIVERSITY RESPONSIBILITIES.

1. **Student Interns Assessment.** The College/University will inform School Board staff of College/University criteria for Student Intern assessment.

2. **Student Interns Information.** The College/University will provide, or cause to be provided, to the School Board at least ten (10) days before the placement, a written list of the following information as it pertains to each Student Intern placed within the School Board.

- (a) Name
- (b) Permanent residence address
- (c) Phone number
- (d) Such other information as the School Board may reasonably require in accordance with its policies, procedures, and regional standards of the education profession.
- (e) The College/University shall inform School Board staff as to the extent of the academic preparation of the Student Interns for assignment of the Student Interns to the appropriate level of clinical experience.
- (f) Proof of background screening
- (g) Copy of signed "Unpaid Student Internship Agreement" from each Student Intern entering the Internship Program (see sample form attached as Exhibit A).

3. **Implementation of Program.** The College/University staff is responsible for the coordination and **implementation** of the Student Internship Program. The College/University maintains its responsibility for the instruction and supervision of the Student Interns assigned to the School Board for clinical experience:

- (a) The instruction will be pertinent to the clinical objectives outlined in the course syllabus. The College/University staff will not provide on-site clinical supervision of its Student Interns.
- (b) A copy of the clinical objectives will be submitted to the School Board by the College/University clinical coordinator before execution of this Agreement. The College/University clinical coordinator will function in cooperation with the College/University staff assigned responsibility for instruction.
- (c) The College/University will provide the School Board with a copy of the appropriate evaluation form.
- (d) The College/University will assume responsibility for the clinical experience and grades of the Student Interns.

(e) The College/University shall arrange meetings with appropriate School Board staff to review and evaluate the progress of the Student Interns, as needed, consistent with School Board staff's availability.

(f) The College/University agrees that the Student Interns and College/University staff assume personal responsibility for their own medical care and hospitalization.

4. **Videotaping / Recording.** The district recognizes that some institutions require their students to photograph and/or videotape the delivery of a lesson. The student observer or student intern must abide by the district's confidentiality policy procedures. Student observers or student interns may not use any form of photography, videography, or any other personally identifying recording methods without district approval and written consent of a student's parent or guardian.

Steps for Permission:

(a) The institution must be state approved by the Florida Department of Education.

(b) Provide Marion County Public Schools with a consent form for legal approval.

(c) Once approved, the cooperating teacher will provide the consent form to applicable classes/students to be signed by the parent(s)/guardian(s).

(d) The signed forms will then be submitted to the Professional Leadership Learning Department.

(e) The Professional Leadership and Learning Department will notify the cooperating teacher, observer/intern, school administrator(s) and institution contact upon approval.

5. **Student Intern Orientation.** The College/University will require its Student Interns to attend Student Intern orientation(s) scheduled to acquaint the Student Interns 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 College/University will hold them responsible for same.

6. **Background Screening.** The College/University shall require that each Student Intern assigned to this Student Internship Program be fingerprinted in accordance with the State of Florida's Jessica Lunsford Act. College/University shall require that all individuals in the Student Internship Program submit to a Level 2 FDLE background check and FBI screening, including fingerprinting, at the sole cost of the Student Intern or College/University. All Student Interns and College/University staff must register as a visitor before entering School Board property and properly display their School District badges.

7. **Insurance.** intentionally Left Blank.

8. **Annual Program Performance Evaluation.** Annually, each College/University staff assigned to the Student Internship Program will meet with School Board representatives to coordinate the progress of the course of instruction and to determine its effectiveness.

9. **Compliance with Federal and State Laws.** The College/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 College/University further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"). The College/University shall regard all student information as confidential

and will not disclose the student information to any third party.

C. **MUTUAL RESPONSIBILITIES.**

1. **Instructional Schedule.** The instruction schedule and Student Internship sites will be planned in collaboration between the parties. The School Board will have final authority for work location and assignment of Student Interns. The instructional schedule must be finalized at least thirty (30) days before the beginning of such schedule unless otherwise agreed to by the parties' designees.

2. **Regulations.** The parties shall acquaint the Student Interns with the policies, standards, rules, and regulations of the School Board.

3. **Instruction and Supervision.** The parties will direct the instruction and supervision of the Student Interns according to the respective course description or syllabus.

4. **Periodic Assessment.** The parties will make periodic assessment of Student Interns' progress as required herein.

5. **Administration of Agreement.** The parties agree to periodically review and discuss the operation of this Agreement to ensure that each party's objectives are being satisfied. The parties shall confer as otherwise necessary to the administration of this Agreement.

6. **Teaching Experience.** The parties expressly intend that, while performing Student Internship duties, no Student Intern or College/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, Student Interns are placed with the School Board to receive teaching experience as part of their academic curriculum. Those duties performed by Student Interns are not performed as an employee, but in fulfillment of academic requirements and are performed under supervision. At no time shall Student Interns replace or substitute for an employee of the School Board.

D. **MISCELLANEOUS PROVISIONS.**

1. **No Compensation.** All services rendered by Student Interns under this Agreement for the School Board employees and students will be uncompensated and will be deemed to be given in consideration for instruction and partnership schools. Neither Student Interns nor College/University staff will be considered to be agents or employees of the School Board.

2. **Student Interns Activities.** It is understood by the College/University and the School Board, that the Student Interns will not be replacing regular School Board employees, and that the School Board is not to immediately benefit from the Student Intern's activities.

3. **No Employment Promise.** All parties agree that the Student Interns will receive no promise of employment from the School Board upon completion of the training.

4. **Non-Eligible Students.** At the discretion of the School Board or College/University, any Student Interns unacceptable to either the College/University or School Board for reasons of health, performance, or other reasonable and legally permissible cause, will be withdrawn from the Student Internship Program.

5. **Compliance with Policies & Procedures.** The College/University agrees to comply with all existing policies and procedures of the School Board in the planning and documentation of the partnership schools, and the College/University further agrees to comply with all existing policies and procedures of the School Board related to the specific areas of training in the Student Internship Program. The College/University acknowledges that it is aware of the relevant policies in effect as of the date of this Agreement. If these policies and procedures are changed, School Board agrees to notify the College/University to disseminate and make College/University aware of such changes so that the College/University will be able to disseminate the information to the Student Interns and College/University staff.

6. **Evaluation of Programs.** Both parties will cooperate in planning, implementing and evaluating the Student Internship Program.

7. **Two-Year Guarantee.** Hiring and retaining high-quality teachers is vital to the educational growth of our Marion County Public Schools students. To this end, the partnership between Marion County Public Schools and the initial teacher preparation programs from which our newest teachers graduate provides a powerful bridge of support. Student observers and student interns have the unique opportunity to observe and practice the tools and skills they are acquiring through their institution's program. There is no substitute, however, for the experience of being a first-year teacher responsible for all elements of the learning environment and instructional delivery. This transition can prove to be challenging, and some teachers may find themselves in need of intensive support.

- (a) As specified in section 1004.04(04)(d), Fla. Stats. teachers in their first two years of employment immediately following their preparation program completion who have earned a rating of Progressing or Unsatisfactory through the district evaluation system are to receive additional training from their initial teacher preparation program. This support is referred to as the Two-Year Guarantee in Fla. Admin. Code R. 6A-5.066(1)(ee) and (5)(d).
- (b) Marion County Public Schools will host an informational meeting in the spring and summer to address both internship procedures as well as the Two-Year Guarantee support process.
- (c) All schools with whom Marion County Public Schools maintains an internship articulation agreement are expected, as a required component of the articulation agreement, to participate in an informational meeting. This participation is necessary to maintain effective communication and implementation of procedures as well as offer feedback for continuing program improvement.

8. **Term & Termination.** The term of this Agreement will commence upon the signing date of the executed agreement, and continue through June 30, 2024. Upon mutual written consent of the parties, this Agreement may be renewed for three (3) additional one (1) year periods. Either party may terminate this Agreement by giving ninety (90) days written notice (Certified Mail, Return Receipt Requested) to the other party. This Agreement will remain in full force and effect until terminated by either party in accordance with this Agreement.

9. **Non-Discrimination.** The parties agree that no person will be subjected to discrimination because of age, race, sexual orientation, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the parties' respective duties, responsibilities and obligations under this Agreement

10. **Public Records.**

(a) **IF COLLEGE/UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COLLEGE/UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 1614 E. FORT KING ST, , OCALA, FLORIDA 34471.**

(b) **IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: MELISSA NOLLEY, PARTNERSHIP RELATIONS SPECIALIST, VALDOSTA, GA 31698, MMNOLLEY@VALDOSTA.EDU, (229) 333-7834.**

11. **Entire Understanding.** This Agreement represents the parties' entire understanding and agreement concerning the subject matter hereof and supersedes any and all other written or oral communications or negotiations by and between the parties.

12. **Confidentiality.** For the purposes of this Agreement, "Confidential Information" means all information disclosed by School Board to Student Intern or College/University, which is in a tangible form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. At all times, College/University shall protect the School Board's Confidential Information from unauthorized use, access or disclosure. Excluding the Georgia Open Records Act.

13. **Governing Laws.** Intentionally Left Blank

14. **Amendments.** The provisions of this Agreement may only be amended, supplemented, waived or changed in writing with specific reference to this Agreement which is signed by both parties.

15. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

AS TO COLLEGE/UNIVERSITY:

Melissa Nolley
Partnership Relations Specialist
E-Mail: mmnolley@valdosta.edu

AS TO SCHOOL BOARD:

Janet Bittick
Professional Leadership and Learning Department
Marion County Public Schools
Email: Janet.Bittick@marion.k12.fl.us
Fax Number: (352)867-2151

or to such other address(es) as the parties may mutually designate by notice complying with the terms of this Agreement. Each such notice will be deemed delivered:

- (a) On the date delivered, if by personal delivery,
- (b) On the date faxed or emailed, if by facsimile or email, and
- (c) On the date upon which the Return Receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered, if mailed to the proper address.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, all of which together will constitute one legal instrument.

17. **Survival.** All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, will survive the execution and delivery of this Agreement and the consummation of services contemplated by it.

18. **Remedies.** No remedy conferred upon any party is intended to be exclusive of any other remedy. No single or partial exercise by any party of any right, power or remedy under this Agreement will preclude any other or further exercise thereof.

19. **Severability.** Provisions contained in this Agreement which may be determined contrary to, prohibited by or invalid under law will be deemed omitted from this Agreement and will not invalidate the remaining provisions.

20. **Waiver.** Failure to assert any rights or remedies available to a party under this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise, will not be deemed a waiver of any other right or remedy available to either party under this Agreement.

21. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent

to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party will be entitled to assert a claim against any of the parties based upon this Agreement. Nothing in this Agreement is to be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

22. **No Waiver of Sovereign Immunity.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under § 768.28, Fla. Stats. (2022). This section will survive the termination of all performance or obligations under this Agreement and will be fully binding until any applicable statute of limitations bars any proceeding brought on account of this Agreement.

23. **Compliance with Laws.** Each party must comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities, and obligations under this Agreement.

24. **Attorney's Fees.** Intentionally Left Blank

25. **Enforcement.** The terms and provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties, their respective legal representatives, heirs, estates, successors and permitted assigns.

26. **Transportation of Student.** College/University acknowledges that this Agreement strictly prohibits Student Interns and College/University staff from providing transportation in any form to any student of the Marion County School System without prior written permission of School Board.

27. **Independent Contractor.** Neither the Student Intern nor the College/University employees will be considered to be agents or employees of the School Board.

28. **Legal Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party concerning all provisions contained in this Agreement.

29. **Force Majeure.** Neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For the purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the Agreement for all or part of the Agreement term.

IN WITNESS WHEREOF; the parties have executed this Agreement as of the date set forth below.

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA

Diane V. Gullett
Diane V. Gullett, Ed.D., Superintendent

Date

Allison Campbell
Allison Campbell DSC, Board Chair

Date

Valdosta State University

College/University

Dr. Robert T. Smith

Provost and V.P. Academic Affairs

(Date)

8/3/23

Allison Campbell

8/9/23

Robert Smith

6/16/2023 | 3:57 PM EDT

Approved as to form
Valdosta State University
Office of Legal Affairs
Justin M. Arrington, Chief Legal Affairs Officer

6-16-23

JA

EXHIBIT A

SAMPLE UNPAID STUDENT INTERNSHIP AGREEMENT

This is an agreement between _____ (“Student Intern”), and The School Board of Marion County, Florida (“School Board”). The purpose of this Educational Internship Program (“EIP”) is for Student Intern to learn about School Board’s business and to gain valuable insight and experience.

The term of this Student Internship begins on _____ and ends _____

A. CONDITIONS OF THE AGREEMENT:

1. The Student Internship is related to an educational purpose, and there is no guarantee or expectation that the activity will result in employment with the School Board.
2. The education received by the Student Intern from the EIP is for the express benefit of the Student Intern.
3. The Student Intern does not replace or displace any employee of the School Board.
4. The Student Intern will receive direct and close supervision by an appropriate School Board supervisor.
5. The School Board does not derive an immediate advantage from the activities performed by the Student Intern.
6. The Student Intern is not entitled to wages or any compensation or benefits for the time spent in the EIP.
7. School Board is not liable for injury sustained or health conditions that may arise for the unpaid Student Intern during the course of the EIP.

B. THE STUDENT INTERN SPECIFICALLY AGREES TO AND ACKNOWLEDGES THE FOLLOWING:

1. This EIP is educational in nature, and there is no guarantee or expectation that the Student Internship will result in employment.
2. School Board may at any time in its sole discretion, terminate the Student Internship without notice or cause.
3. Student Intern will maintain a regular EIP schedule determined by the Student Intern and their supervisor.
4. Student Intern will demonstrate honesty, punctuality, courtesy, cooperative attitude, proper health and grooming habits, appropriate dress and a willingness to learn.
5. Student Intern will obey the policies, rules, and regulations of the School Board site and comply with the School Board's business practices and procedures.
6. Student Intern will furnish his/her supervisor with all necessary information about the Student Intern's unpaid Student Internship, including related assignments and reports.
7. Under no circumstances will Student Intern leave the EIP without first conferring with Student Intern's supervisor.
8. Transportation to and from the EIP site is the responsibility of the Student Intern.
9. While Student Intern is on School Board property, he/she is not considered an agent of the School Board for any purposes, including but not limited to workers' compensation.
10. Student Intern must submit to a Level 2 Background Screening and pre-assignment drug test, and must test drug-free before entering the EIP.

- 11. Student Intern must complete the School Board’s Code of Ethics training Moodle before entering the EIP.
- 12. Student Intern acknowledges that this Agreement strictly prohibits the Student Intern from providing transportation in any form to any student of the Marion County School System without the prior written permission of the School Board.
- 13. Student Intern hereby releases the School Board from any liability whatsoever in connection with Student Interns participation in the EIP, and waive liability, discharge, hold harmless, indemnify, and covenant not to sue, School Board or College/University, their administrators, officers, managers, employees, agents, and volunteers from any and all known and unknown claims, and causes of action of every kind, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, incurred in the conduct of, and as a result of Student Intern’s participation in this EIP.

BY SIGNING BELOW, STUDENT INTERN HAS READ THE ABOVE WAIVER OF LIABILITY AND RELEASE PROVISION CAREFULLY AND UNDERSTANDS ITS TERMS. STUDENT INTERN IS AWARE THAT THIS IS A LEGALLY BINDING DOCUMENT AND BY SIGNING IT STUDENT INTERN AGREES TO HOLD HARMLESS AND RELEASE SCHOOL BOARD AND COLLEGE/UNIVERSITY, THEIR ADMINISTRATORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM ANY AND ALL CLAIMS KNOWN AND UNKNOWN, AND CAUSES OF ACTION OF EVERY KIND ARISING FROM STUDENT INTERN’S PARTICIPATION IN THE EIP. STUDENT INTERN FULLY UNDERSTANDS THAT STUDENT INTERN IS WAIVING LEGAL RIGHTS WHICH STUDENT INTERN’S OR STUDENT INTERN’S HEIRS, NEXT-OF-KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST SCHOOL BOARD FOR STUDENT INTERN’S PARTICIPATION IN THE EIP, AND ENTERS THIS AGREEMENT VOLUNTARILY.

I UNDERSTAND THAT THIS IS AN UNPAID LEARNING EXPERIENCE. THE EIP IS NOT EMPLOYMENT, AND I AM NOT ENTITLED TO WAGES OR BENEFITS OF ANY KIND FROM SCHOOL BOARD OR COLLEGE/UNIVERSITY. I FURTHER UNDERSTAND THAT THERE IS NO PROMISE OF EMPLOYMENT AT THE COMPLETION OF THE UNPAID STRUCTURED LEARNING EXPERIENCE.

The School Board of Marion County, Florida

By: _____

Student Intern

Title: _____

Date: _____

Date: _____