AGREEMENT BETWEEN

and

FLORIDA VIRTUAL SCHOOL

for

STUDENT INTERNSHIP PLACEMENT

THIS AGREEMENT, effective as of the       day of      ,       by and between       acting for and on behalf of the      Board of Trustees, a public body corporate (“The University”) and the Florida Virtual School Board of Trustees (the “Internship Agency”).

WITNESSETH:

WHEREAS, the University has responsibility for the training of students within an educator preparation program of who require practical experience in various disciplines to complete their professional preparation and development; and

WHEREAS, the Internship Agency, in support and enhancement of the educational programs of the University, is willing and qualified to provide a practical setting through its internet based school so that the University students may participate in activities designed to enhance their educational experience;

WHEREAS, the educational programs of the University will be enhanced through its relationship with the Internship Agency due to the opportunity for its students to participate in educational activities through the cooperative efforts of the Internship Agency and the University;

WHEREAS, the Internship Agency will be benefited from the skills and efforts of the Universities’ student during the internship period.

NOW THEREFORE, in consideration of these premises and of the following mutual promises, covenants and conditions, the parties heretofore named agree as follows:

1. The University may assign and the Internship Agency agrees to accept one or more educator preparation program students for a period of up to       weeks. The University shall notify the Internship Agency at least thirty (30) days prior to assigning any student to the Internship Agency. The Internship Agency shall have the right to refuse to accept any student during any period by notifying the University within thirty 30 days after receipt of such notification.
2. While students are on assignment at the Internship Agency, the University shall require that the students are available all days and times agreed upon by the Internship Agency, the University, and student with a schedule to be set by the Internship Agency. This schedule may be modified by mutual agreement of the Internship agency and the University without formal amendment to this Agreement.
3. The Internship Agency shall allow students to participate in various activities during the course of the internship, including but not limited to those activities that will benefit the educational goals of the student in the education preparation program.
4. The instruction and supervision provided by the Internship Agency to students while they are interning at the Internship Agency pursuant to this Agreement shall be intended to expose the students to the principles and practices of the Internship Agency so that the students learn to make appropriate practical use of the knowledge gained as students at the University.
5. The Internship Agency shall insure that qualified employees, those who have successfully completed Clinical Educator training, supervise the students in the performance of their duties during the internship. The Internship Agency, through its qualified employees, shall regularly evaluate the pre-service student's performance, using a standard evaluation form provided by the University.
6. The Internship Agency shall permit the students to use its application programs normally provided to Instructors including, but not limited to, its learning management system, student database, and other electronic instructional tools and systems on the same basis as utilized by its employees.
7. The university shall refer to the Internship Agency only those students who have satisfactorily completed the prerequisite portion of the curriculum which is applicable to the internship.
8. Regardless of any other term or condition contained in this Agreement, students of the University who are learning at the Internship Agency pursuant to this Agreement shall be under the ultimate direction and control of the University, and in no event shall such students be deemed employees or agents of the Internship Agency.
9. The University shall require that students assigned by the University to the Internship Agency shall abide by all procedural rules and regulations applicable to them, including adherence to student confidentiality mandates as dictated by Florida Law and the Family Educational Rights and Privacy Act of 1974 (FERPA). In addition the University may disclose information from a participating student’s educational record as appropriate to personnel at the Internship Agency who have a legitimate need to know in accordance with FERPA. The Internship Agency hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the student.
10. University shall honor any request by the Internship/Practicum Agency to remove any student from their internship program whose conduct or performance is not, deemed acceptable by the Internship Agency. Such requests will be in writing and will include a statement as to the reasons for such request.
11. The Internship Agency will inform the student of any known risk or safety issues surrounding his or her work environment.
12. The University shall direct their students who have registered for the internship to be fingerprinted at the closet Fieldprint office in the United States within three days of the start of the internship. This directive is in accordance with Florida Statute 1012.315, also known as the Jessica Lunsford Act.
13. To the extent permitted under Section 768.28 of the Florida Statutes, University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University and the officers, employees, servants, and agents thereof while acting within the scope of their employment by University. The Internship/Practicum Agency assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the Internship Agency and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the Internship/Practicum Agency. University shall provide and maintain general and commercial liability insurance in the minimum amounts of one million dollars ($1,000,000) combined single limit, and two million dollars ($2,000,000) general aggregate and, upon request of the Internship/Practicum Agency, shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement Upon request, the Internship/Practicum Agency shall provide evidence that it maintains liability insurance or self-insurance in an amount that is commercially reasonable. University and the Internship/Practicum Agency further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its officers, employees, servants, agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 of the Florida Statutes.
14. To the extent that the State of Florida has partially waived its immunity to tort claims and is responsible for the negligent acts or omissions of its employees and agents as described in Section 768.28, Florida Statutes, The University and its faculty, as employees or agents of the State of Florida, are protected for a claim or judgment by any one person in a sum not to exceed $200,000 and for a total claims or judgments arising out of the same incident or occurrence a total amount not exceeding $300,000 such protection being provided by the State of Florida Self-Insurance Fund.
15. Neither party shall discriminate against any student based upon race, creed, sex, religion, disability or national origin.
16. Either party shall have the right to terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters or other materials subject to the provision of Chapter 119, Florida Statutes, and made or received by the Internship Agency in conjunction with this Agreement
    1. Florida Public Records Act/Chapter 119 Requirements:

The University agrees to comply with the Florida Public Records Act to the fullest extend applicable, and shall, if this engagement is one for which services are provided on behalf of Florida Virtual School by doing the following:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at the cost that does not exceed that provided in Chapter 119, Florida Statues or otherwise provided by law.
3. Ensure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contract or upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Florida Virtual School.
5. The name and address of the representative of the University for this Agreement is      . The name and address of the representative of the Internship Agency for this Agreement is      . In the event that different representatives are designated by either party after execution of this agreement, the name and address of the new representatives shall be furnished in writing to the other party.
6. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by mail with the United Postal Service, addressed to a receiving party at its respective last known address as indicated in the previous paragraph.
7. This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
8. The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties and no other terms or conditions in the future shall be valid and binding on any party unless reduced in writing and executed by both parties.
9. The term of the Agreement shall be one (1) year. This Agreement will automatically renew on an annual basis unless terminated by either party in writing upon sixty (60) days written notice. In the event this Agreement is terminated during an internship, the student will be permitted to complete the internship.

**[Signatures]**

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|  | Mr. Ronald Blocker |
|  | President & CEO, Florida Virtual School |
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| Date | Date |
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| Recommended by: | Recommended by: |
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| Date | Executive Director, Talent Management Date |
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|  | Chief Operations Officer, Florida Virtual School Date |
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| Approved as to Form and Legality: | Approved as to Form and Legality: |
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| Office of General Counsel Date | Office of General Counsel Date |