

HILLSBOROUGH COMMUNITY COLLEGE EDUCATIONAL INTERNSHIP AGREEMENT

THIS AGREEMENT entered into this 19th day of March, 2014, by and between the **DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH COMMUNITY COLLEGE**, ("College"), a political subdivision of the state of Florida, Post Office Box 31127, Tampa, Florida, 33631, and **SCHOOL BOARD OF SARASOTA**, ("Affiliate"), whose address is, 1960 Landing Boulevard, Sarasota, Florida, 34231.

WHEREAS, the College provides educational programs to students which include practical training in the work environment; and

WHEREAS, the Affiliate has the facility and personnel to provide students with work experience as part of the College's educational program; and

WHEREAS, the Affiliate is willing to allow students in the Associate Degree for Sign Language Interpretation program ("Program") to access their facilities and to observe and obtain practice experience with their designated personnel for educational experiences as part of the practicum portion of the curriculum; and

WHEREAS, the primary purpose of this Agreement is to provide direction for both parties regarding placement and educational experiences for students at the Affiliate; and

WHEREAS, the parties agree it is in their best interest to work together to provide quality internship learning experiences in a work environment for College's students.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereby agree as follows:

1. THE COLLEGE SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. The College shall plan and execute the educational component of the Program which will include evaluating student performance in accordance with the Program curriculum, which includes the practicum work experience at the Affiliate.
- B. College faculty shall be responsible for selecting the Program's learning experiences for the students including the practicum phase at the Affiliate, with assistance and cooperation from the Affiliate. The starting and ending date for an assignment at an Affiliate must be agreed to by the parties at least one month before the internship assignment.
- C. The College will use its best efforts to select students for participation in the internship program that are prepared to participate in the practicum phase of the Program. The College will be responsible for the services provided by the students while with the Affiliate.
- D. The number of students designated for participation in the Program at the Affiliate will be determined by the mutual agreement of both parties, and may at any time be changed by either party. Further, either party may immediately require the withdrawal of a student from the Affiliate's facilities. Final action relating to students is the College's responsibility.
- E. The College will keep each participating student apprised of his or her responsibility:
 - 1) to follow the policies, procedures and standards of practice of the Affiliate;
 - 2) to provide the necessary and appropriate uniforms and required supplies if not provided by the Affiliate [where applicable];

- 3) to report to the Affiliate on time and to follow all established regulations during scheduled operating hours of the Affiliate; and
 - 4) to conform to the standards and practices established by the College while training at the Affiliate.
 - 5) to protect Affiliate's records, reports and documents.
 - 6) to participate in an orientation at Affiliate's site.
- F. The College will require that prior to going on to school grounds while Affiliate's students are present, any participating student will be fingerprinted and have his/her background checked as provided by Florida law. The participating student will coordinate with the Affiliate to arrange a mutually convenient time for the Affiliate to conduct the fingerprinting, at the participating student's or College's expense. The Affiliate has the right to reject any participating student access to its property in the event the participating student's background check does not meet the requirements established by the Affiliate pursuant to Florida law.

2. THE AFFILIATE SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. The Affiliate shall be responsible for the operation of their site and shall maintain professional supervision of students, insofar as their presence affects the Affiliate's operation.
- B. The Affiliate shall provide the College access to their facility to allow students to participate in the practicum objectives developed by the College and the Affiliate for the Program.
- C. The Affiliate shall provide the College's students with an orientation, which shall include a review of facilities, philosophies, policies and procedures.
- D. Upon request, Affiliate's staff shall assist College faculty in the evaluation of the learning and performance of participating students.

3. **INDEMNIFICATION** - The College is a public entity entitled to the privilege of sovereign immunity except to the extent it has been waived by Section 768.28, Florida Statutes. To the full extent authorized by law, the College shall defend, hold harmless and indemnify the Affiliate, its officers, employees and agents, from and against any and all suits, demands, claims, damages, losses, costs, attorney's fees or expenses of any kind for which the Affiliate may incur by reason of the negligent activities of the College, its students and personnel at their facility. This indemnification shall not apply to loss, injury, death or damages arising by reason of Affiliate's negligence, either in whole or in part, and/or its officers, employees and agents. Nothing in this indemnity clause shall be construed to require the College to indemnify or insure the Affiliate for the Affiliate's negligence or to assume any liability for the Affiliate or the negligence of their employees, officers or agents. Affiliate acknowledges that College is self insured pursuant to Section 1012.85, Florida Statutes. Nothing in this Agreement is intended to waive any sovereign immunity to which Affiliate is entitled under Florida law. This provision shall survive termination of the Agreement.

4. **INSURANCE** - The College shall have sole responsibility for its students and faculty. The College shall carry and keep in force professional liability insurance in the amounts not less than \$2,000,000 per claim, up to an aggregate amount of \$5,000,000, which shall provide coverage for the activities of the students and members of the faculty while at the Affiliate. All liability protections shall be on an occurrence basis. The College shall provide proof of insurance by submission of a certification of insurance to the Affiliate, if required by the Affiliate. Should any of the insurance policies be canceled before the expiration date, the College shall provide the Affiliate written notice.

5. **INDEPENDENT CONTRACTOR** - College and the Affiliate are both independent contractors of one another and in all respects, the College's relationship to Affiliate will be that of an independent contractor; not an employee. This Agreement does not create a joint venture or partnership, and

neither party has the authority to bind the other party. The Agreement is for the benefit of both parties and is not intended to create any third party beneficiaries.

6. **EMPLOYEE STATUS** - Persons employed by the College pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, or other employee rights or privileges granted to Affiliate's officers and employees.

If the Affiliate compensated students for work performed at the site, the Affiliate shall be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or worker' compensation contributions, as well as vacation pay, sick leave, retirement benefits or any other payments, where applicable.

7. **EQUAL OPPORTUNITY EMPLOYMENT** - The parties agree that it will not discriminate against any student, employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that students and employees are treated during the at Affiliate's site without regard to race, color, religion, sex, age, disability, or national origin.

8. **PUBLIC RECORDS LAW** - The parties acknowledge College's obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request.

9. **COMPLIANCE WITH LAWS AND REGULATIONS** - The Affiliate shall comply with all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall entitle the College to terminate this Agreement immediately upon delivery of written notice of termination to the Affiliate.

10. **ASSIGNMENT** - This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties without prior written consent of the other party.

11. **ALL PRIOR AGREEMENTS SUPERSEDED** - This Agreement supersedes all prior representations, statements and agreements, whether written or oral, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document.

12. **MODIFICATIONS, AMENDMENTS, OR ALTERATIONS** - This Agreement may be amended or modified only by a written instrument executed by each party to this Agreement. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. **GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. The sole and exclusive jurisdiction for any action brought pursuant to this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

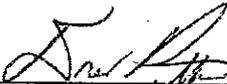
14. **SEVERABILITY** - If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

15. **TERM OF THIS AGREEMENT** - This Agreement shall be continuous from the date shown on page one (1) of this Agreement. Either party may terminate this Agreement at any time by providing the other party with prior written notice at least ninety (90) days before the date of termination, provided the termination shall not become effective until the current session of the College has been completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day herein above first written.

DISTRICT BOARD OF TRUSTEES
HILLSBOROUGH COMMUNITY COLLEGE

SCHOOL BOARD OF SARASOTA COUNTY



Andrew Pittman
Chair

By: _____
Print Name: _____
Title: _____

ATTEST



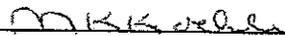
Dr. Ken Atwater
President

DESIGNATED REPRESENTATIVE TO RECEIVE
EXECUTED CONTRACT:

Name: _____
Address: _____
Telephone Number: _____
Email Address: _____

Date: 3/19/14

APPROVED AS TO FORM AND LEGALITY



College Attorney

Approved for Legal Content,
March 24, 2014, by Matthews
Eastmoore, Attorneys for The School
Board of Sarasota County, Florida
Signed: ASH