

**AFFILIATION AGREEMENT BETWEEN
FLAGLER COLLEGE AND
HERNANDO COUNTY SCHOOL BOARD**

The following sets forth the Agreement between Flagler College hereinafter referred to as the "University/College" and the Hernando County School Board, hereinafter referred to as the "School Board" regarding the placement of University/College students with the School Board for internship experience.

WHEREAS, the University/College wishes to provide internship experiences for its students; and,

WHEREAS, the School Board agrees to accept said students for internships in accordance with the terms of this agreement.

NOW, THEREFORE, in consideration of the above, the Parties agree as follows:

A. The University/College shall:

1. Identify students who meet its qualifications/criteria for participation in its program including, where applicable, the criteria in Florida Statute 1004.04.
2. Designate in writing a staff/faculty member to serve as a liaison to the School Board. This shall be the person responsible for receiving any notice relative to the terms of this Agreement.
3. At the request of the School Board, immediately withdraw any students from his or her placement with the School Board where their conduct or practices are not in accordance with the School Board's policies and standards of conduct as determined by the Superintendent or his/her designee. The University/College may also withdraw students from the program whose progress, conduct, or performance does not meet its standards.
4. Execute, along with each student to be placed with the School Board, the attached Intern/Extern Application and Acceptance Form which is attached hereto as Exhibit "A" and is incorporated herein. The Parties agree that the failure of any student to abide by the terms and conditions in the Intern/Extern Application and Acceptance Form are grounds to immediately remove a student from their placement with the School Board and/or to terminate this Agreement.

B. The School Board shall:

1. Provide internship opportunities as appropriate and, in its sole discretion, determine the interns' work location and assignment.
2. Notify the University/College of any students whose conduct or practice is not in accordance with the School Board's policies and standards of conduct.
3. Provide input/feedback to the University/College regarding each intern's participation in the program and cooperate in evaluating the student.
4. Designate in writing a staff/faculty member to serve as a liaison to the University/College. This shall be the person responsible for receiving any notice relative to the terms of this Agreement.
5. Maintain any information received from the intern's educational record confidential in accordance with Florida law and the Family Educational Rights and Privacy Act (FERPA).

C. General Provisions:

1. The University/College and School Board shall cooperate with each other in the implementation of the program.
2. Students shall be fingerprinted at the School Board offices and undergo a Level 2 criminal background screening at the students' cost. Any University/College personnel coming onto School Board property shall likewise be screened pursuant to School Board policy.
3. No University/College student/intern or University/College staff, agent, servant, contractor, or employee shall be deemed an agent, servant, contractor, or employee of the School Board for purposes of compensation, benefits, workers' compensation, minimum wage, income tax, social security or any other purpose by virtue of this Agreement or the placement of a University/College student with the School Board. The duties performed by interns are not performed as employees, but in fulfillment of academic requirements and are performed under supervision. For the same reasons, interns are not deemed to be agents of the University/College. At no time shall interns replace or substitute for an employee of the School Board.

4. Students shall abide by all of the School Boards and University/College's applicable policies and procedures. Failure to do so shall be grounds for the students' immediate removal from the program and the School Board's property.
5. In accordance with FERPA regulations and Florida Statute, the University/College and student interns shall keep confidential any and all information and/or documents received as a result of their participation in the program. Any documents or other material acquired during the internship related to specific School District students shall be returned to the School Board at the conclusion of the intern's program.
6. This Agreement shall automatically renew each school year but may be terminated by either Party without cause upon sixty (60) days written notice to the other.
7. To the extent permitted by the state law the University/College is subject to agrees to indemnify, hold harmless and defend the School Board, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the Hernando County School Board, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen in relation to this Agreement whether such claims, judgments, costs and expenses be for damages, damage to property including the School Board's property, or injury or death of any person whether employed by the University/College, the School Board or otherwise.

If the University/College is an agency of the State of Florida or subdivision thereof, nothing herein shall be construed to extend its liability beyond that provided for in section 768.28, Florida Statutes. It shall pay all claims and losses of any nature whatsoever, including litigation costs and attorneys' fees, which result from such negligence. However, nothing herein shall be deemed to indemnify the School Board for any liability or claim arising out of the negligent performance or failure of performance of the School Board or as a result of the negligence of any unrelated third party.
8. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms

hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by each Party hereto.
10. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
11. Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
12. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifth Judicial Circuit of Hernando County, Florida or the US District Court for the Middle District of Florida. The University/College hereby consents to the jurisdiction of said courts over it and this agreement.
13. 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 with respect to all provisions contained in this Agreement.
14. To the extent required by §119.0701 (2025), or the state law the University/College is subject to, the Parties agree that public records created regarding this agreement shall be made available for requests and retained in accordance with the provisions of the law.

Mandatory Public Records Language for All District/School Service Contracts

Public records compliance. In addition to other contract requirements provided by School Board Policy or State law, the Contractor: must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- (a) Keep and maintain public records required by the Hernando County School Board (HCSB) in order to perform the service under this agreement;
- (b) Upon request from the HCSB's custodian of public records, provide the HCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the HCSB; and
- (d) Upon completion of the contract, transfer, at no cost, to the HCSB all public records in possession of the contractor or keep and maintain public records required by the HCSB to perform the service. If the contractor transfers all public records to the HCSB upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the HCSB, upon request from the HCSB's custodian of public records, in a format that is compatible with the information technology systems of the HCSB.

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the HCSB may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, ellerman_a@hcsb.k12.fl.us or (352) 797-7009.

{SIGNATURES ARE ON THE FOLLOWING PAGE}

FOR THE UNIVERSITY / COLLEGE:

WITNESS SIGNATURE:

Jessica Peterson
(Signature)

Jessica Peterson
(Print Name)

Flagler College
(Name of University / College)

By: Stacey M. Matthews
(Signature)

Print Name: Stacey M. Matthews

Title: VP of Business Services & CFO

Date: 6/11/25

FOR THE SCHOOL BOARD:

HERNANDO COUNTY SCHOOL BOARD

WITNESS SIGNATURE:

Rachel Becker
(Signature)
Print Name: Rachel Becker

Title: Coordinator of Human Resources

By: _____
Print Name: Shannon Rodriguez
Title: Board Chair
Date: _____

By: _____
Print Name: Ray Pinder
Title: Superintendent
Date: _____