

InternFSU: TLH

LEVERAGING LOCAL ECONOMY • DEEPENING CAMPUS-COMMUNITY RELATIONSHIPS • UPSKILLING TOMORROW'S WORKFORCE

AGREEMENT FOR PAID EXPERIENTIAL LEARNING OPPORTUNITIES FOR FLORIDA STATE UNIVERSITY STUDENTS

This Agreement (the "Agreement") is entered into by and between the Florida State University Board of Trustees, a Florida public body corporate, acting for and on behalf of FLORIDA STATE UNIVERSITY (hereinafter referred to as "University") and _____ (enter name), a small business as defined in Section 288.703(6), Florida Statutes, located in Leon County, Florida (hereinafter referred to as "Organization"). The University and the Organization desire to enter into this Agreement for the purpose of the Organization's participation in the University's pilot program of *InternFSU: TLH* that will provide paid experiential learning opportunities at local small businesses (the "Program") to eligible students of the University (the "Students").

1. Responsibilities and Obligations of the Organization

- A. The Organization understands and agrees that it is considered the employer of the Student selected by the Organization to work for the Organization pursuant to the Program. The Organization retains the right to control, direct, and oversee the work of the Student it hires who is participating in the Program, and will ensure that the Student is responsibly supervised and that the work the Student performs is meaningful, non-clerical work consistent with the Position Description agreed to by the Organization and the University. The Organization will not hire more than one Student in the Program, unless otherwise agreed upon in writing by the Organization and the University. The Organization should hire a Student through the Program for one semester and can renew for a second semester. The Organization may continue a Student's employment outside the Program after the second semester, but no payment by the University regarding that Student will then occur.
- B. The Organization understands and agrees that it will designate a primary supervisor/mentor for the Student working for the Organization pursuant to the Program (the "Supervisor"), who will: (i) participate in the University's on-campus Program Orientation, (ii) host a University representative on-site at or near the mid-point of the semester, and (iii) participate in a telephone call with a University representative at the end of the semester. The Supervisor will also conduct a written performance evaluation of the Student mid-semester and at the end of the semester, which will be shared with the University. Finally, the Organization understands that the Student will be required to participate in the University's Experience Recognition Program (ERP) and the Organization agrees to provide any input needed from the Supervisor to facilitate such participation.
- C. The Organization agrees that the hourly rate paid to the Student shall be determined by the Organization, but shall be at or above Florida's minimum wage plus \$2/hour (which for the period of this initial Agreement means that the Student shall be paid no less than \$14/hour). The schedule and hours worked by the Student shall be discussed and agreed to by the Organization and the Student. However, the Student shall on average work no less than 10 and no more than 20 hours per week, for a total of approximately 120 hours/semester. The Organization should not schedule the Student to work during the Student's class times, exams or weekends, and should be as flexible as possible regarding University breaks, holidays and closures.
- D. The Organization shall complete the required supplier process with University Procurement,

including a Substitute IRS Form W-9 and Vendor Authentication, to be registered as a vendor in anticipation of execution of this Agreement.

- E. The Organization shall seek payment from the University once a semester, after the semester has concluded, unless otherwise agreed to in writing by the Organization and the University, based on the financial constraints of the Organization. Within 14 days after the end of a semester in which a Student in the Program has worked for the Organization, the Organization must submit an invoice to the University, specifying the invoice is for *InternFSU: TLH*, and stating the Student's name, hourly rate, total number of hours worked and total amount due (\$1,500 or as otherwise agreed, per Paragraph 2.B). FSU's standard payment terms are 40 days from receipt of invoice.
 - F. The Organization agrees that the work performed by the Student under this Agreement should be primarily in-person, although some remote work is permissible.
 - G. The Organization may remove a Student from work on a particular task/duty or from employment with the Organization on its own initiative. If a Student is removed from employment, the Organization shall notify the University within three (3) business days.
 - H. The Organization agrees to comply with all applicable federal, state and local laws applicable to its employment of the Student, including the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the regulations of the Department of Education which implement those acts, and the Family Educational Rights and Privacy Act of 1974, to the extent applicable. The Organization agrees that no Student will be denied work or subjected to different treatment under this Agreement on the basis of race, color, national origin, sex, age, religion, disability, marital status, or any other category protected by law.
 - I. The Organization will maintain and keep in force Workers' Compensation Insurance for each Student employed pursuant to this Agreement, to the extent required by law.
 - J. The Organization agrees to keep records of the Student's hours worked and wages paid in accordance with applicable state and federal wage and hour and financial aid law and to provide these records to the University upon request.
 - K. The Organization understands that the University is subject to Florida's public records law, Chapter 119, Florida Statutes. The Organization agrees that the University may immediately cancel this Agreement in the event the Organization refuses reasonable public access to documents, papers, letters, or other materials made or received by the Organization in conjunction with this Agreement that must be disclosed per law.
 - L. The Organization shall not assign to a third party any right or obligation of the Organization pursuant to this Agreement without prior written consent of the University.
2. Responsibilities and Obligation of the University
- A. The University will: (i) determine whether an undergraduate Student meets the eligibility requirements for the Program, (ii) refer eligible Students to the Organization for possible employment, and (iii) pay the Organization for its participation in the Program as set forth in Paragraph 2.B. Participation in the Program is limited only to full-time, degree-seeking undergraduate University Students determined to be eligible by the University. Once a Student has been deemed eligible to participate in the Program, the University will provide the Student with the appropriate name and contact information at the Organization so that the Student can apply for employment pursuant to the Program with the Organization.

- B. The University will pay the Organization for its participation in the Program and the completion of a semester's employment by the Student pursuant to this Agreement, up to the specified maximum. The maximum amount the University will pay the Organization for its participation shall be \$1,500 per semester. Upon receipt of an invoice from the Organization as specified in Paragraph 1.E, the University will pay the Organization \$1,500 or, in special circumstances, the amount agreed upon by the Organization and University.
 - C. If the University determines that a Student referred to the Organization becomes ineligible to participate in the Program, it will promptly notify the Organization in writing.
 - D. If a Student leaves employment with the Organization pursuant to this Agreement for any reason, before the mid-point of the semester, the University will make reasonable efforts to replace the Student with another eligible Student.
 - E. The University agrees to notify any Student in the Program applying for employment with the Organization that to and from work transportation is solely up to the Student, and that neither the Organization nor the University will provide transportation.
 - F. The University agrees to notify any Student in the Program that the Organization requires that any Student selected for employment shall comply with the Organization's employment-related policies and procedures.
 - G. Legislative Appropriation: The performance by the University of any of its obligations under the Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise made lawfully expendable for the purpose of the Agreement for the current and future periods. University shall provide notice to the Organization of the non-availability of such funds and the intent to terminate the Agreement when the University has such knowledge. Upon receipt of such notice by the Organization, the Organization shall be entitled to payment only for those services performed prior to the date notice is received. The determination of whether funds are available shall be made in the sole discretion of the University.
3. General
- A. This Agreement shall become effective January 1, 2024 and shall terminate on December 31, 2024 unless otherwise sooner terminated or extended as provided herein. With 30 days prior written notice before the end of this term, this Agreement may be extended annually for one (1) additional one-year term under the same terms and conditions or as otherwise agreed, in writing by both parties. Either party may terminate this Agreement prior to the end of a term by providing the other party with written notification 60 days prior to the termination date, provided that all Students in the Program currently employed by Organization at the time of termination shall be given the opportunity to complete their work experience with the Organization during that academic semester. The University agrees to pay the Organization for its participation in the Program and the completion of a semester's employment by the Student pursuant to this Agreement, up to the maximum, through the date the Agreement is terminated or the date the Student becomes ineligible to participate in or leaves the Program.
 - B. This Agreement will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between the Organization and the University. The University will not: (i) represent itself to be an employee, representative, or agent of the Organization, (ii) use the Organization's marks without written permission, and/or (iii) have authority to enter into any agreement on the Organization's behalf or in its name or otherwise bind the Organization to any agreement or obligation. Likewise, the

Organization will not: (i) represent itself to be an employee, representative, or agent of the University, (ii) use the University's marks without written permission, and/or (iii) have authority to enter into any agreement on the University's behalf or in its name or otherwise bind the University to any agreement or obligation.

- C. Work performed by Students pursuant this Agreement will not: (i) result in the displacement or replacement of regular employees of the Organization; (ii) impair existing contracts of the Organization for services; (iii) fill jobs that are vacant because the Organization's regular employees are on strike; (iv) involve the construction, operation, or maintenance of a facility for sectarian instruction or religious worship; (v) include employment for the U.S. Department of Education; (vi) involve any political activity associated with a candidate in an election for public or party office; and (vii) involve lobbying on the federal or state level.
- D. Any amendments, alterations or modifications to this Agreement must be signed or initialed and approved by all signatories to this Agreement.
- E. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida, the County of Leon, and the regulations and policies of the Florida State University Board of Trustees and Florida State University related to a Student's eligibility.
- F. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision. Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
- G. The parties agree that, in the event of a breach of the Agreement by the other party (other than a willful misrepresentation), the sole and exclusive remedy is to terminate the Agreement. The University and the Organization each expressly waive any right or claim to any punitive, indirect, incidental or consequential damages, whether arising at law, in equity or otherwise. In the event of litigation between the Organization and the University arising from any provision of this Agreement, each party shall bear its own costs and expenses, including attorney's fees. Each party assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and its own officers, employees, and other agents while acting within the course or scope of their employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by the University to the extent that sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or agreement.
- H. Each party will be responsible, to the extent required by law, for identifying and paying any and all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.
- I. All records reports, notices, or other communications provided for in this Agreement shall be in writing, or as otherwise provided herein, and may be submitted via personal delivery, express mail or electronic email, and may also be submitted in electronic format and signed electronically, to:

If to University: [INSERT NAME AND CONTACT INFO]

If to Organization: [INSERT NAME AND CONTACT INFO]

J. Organization affirms and represents that it verifies the identity and employment eligibility of newly hired employees to work in the United States. If and to the extent that Section 448.095, Fla. Stat, applies to Organization, Organization complies with those requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinafter written below their respective signatures.

Florida State University Board of Trustees,
for and on behalf of Florida State University

Organization Name: _____

Signed:

Signed:

By: Leslie Mille

By: _____

Title: Interim Director, The Career Center

Date: _____

Date: _____

SAMPLE