

APPROVED

See Comment Below

190046 b

CONTRACT REVIEW FORM ("CRF")

BOARD MEETING DATE:

9/16/18
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 8/20/18

Contract Initiator (Name of Person Overseeing the Contract):

Kathleen Moeller

Telephone Number:

336-6951

School/Department Submitting Contract:

Professional Development 9009

Vendor/Contractor Name:

Walden University

Contract Title:

Walden University

Contract Type: New Renewal Amendment Extension

Date Original Contract Approved:

Contract Term:

2018-2019 Schl year

Renewal Option(s):

(2) 1 year Periods

Contract Cost:

None

Payment Schedule (Monthly? Upon delivery? When finished?):

Funding Source:

Purchase Requisition No.:

Strategic Plan Tie-in Explanation:

Goal 5: Develop + support great educators, support personnel, and leaders.

Pre-Approved by Superintendent or Designee? Yes No

Additional Information:

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AUG 20 2018

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

CLAY COUNTY SCHOOL BOARD ATTORNEY'S OFFICE

- Completed Contract Review Form
- SBAO Template Contract or other Contract (with all basic and mandatory terms)
- SIGNED 2018 Addendum A (if not an SBAO Template Contract)*

*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

RECEIVED

Approvals

Comments

AUG 21 2018

Department	Approved	Denied	Comments
Purchasing Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No Cost.
Review Date:	8/21/2018	BTS	No Start/End Date?
Risk Management Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:	8/14/2018	Perchitis	Need Release/Hold Harmless from Interns
School Board Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	on file w/ Department
Review Date:	8/20/18	AAA	
Information & Technology Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
Other:	<input type="checkbox"/>	<input type="checkbox"/>	
Review Date:			

INTER-AGENCY AGREEMENT
BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND
Walden University
Summer 2018 & 2018-2019 Academic Year

This Inter-Agency Agreement ("Agreement") is entered into by and between the School Board of Clay County, Florida ("School Board" or "District") and Walden University, collectively referred to as "the Parties."

WHEREAS, Walden University provides to its students internships and pre-internships programs for those preparing to enter the workforce in the education field; and

WHEREAS, student involved in such internship programs are actively engaged in a variety of experiences designed to help them understand the real world and practice newly acquired skills; and

WHEREAS, the internship programs provide an opportunity for Walden to improve its partnerships by forging stronger linkages with the participating employers and by providing opportunities for students to prepare to enter various professions.

WHEREAS, the District strives to prepare lifelong learners for success in a global and competitive workplace and to acquire applicable life skills by and through collaboration with all stakeholders to provide a public education experience that is motivating, challenging and rewarding for all children; and

NOW, THEREFORE, IN CONSIDERATION of mutual promises and obligations contained herein, the Parties agree as follows:

1. The District and Walden, through its College of Education, will cooperatively participate in Walden's Pre-internship and/or Internship Program during the Summer of 2018 and the 2018-2019 school year.

2. Participation will involve the following:

A. By the Spring of 2018, Walden University and officials to be designated by the District will identify one experienced, exemplary Master of Arts in Teaching candidate to serve as a District Education Intern for the Summer of 2018 and one such student to serve as such Intern for the District's 2018-19 school year.

B. During the Summer of 2018 and continuing through each semester of the 2018-2019 school year, the Education Intern(s) will meet with District Education Department leadership and thereafter participate in a wide variety of professional growth activities and other functions within the field of public school education .

C. District Education Intern responsibilities may include, without exception, the following:

1. Honoring the time schedule established between the District, Walden, and Intern.
2. Following the existing District curriculum and policies, and all District and classroom rules and procedures, including FERPA guidelines for confidentiality of student information.
3. Fulfilling the expectations and policy of both the District personnel and Walden, as described in each program handbook (including completing a Teacher Performance Assessment for Teacher Preparation program candidates).
4. Conducting him/herself in a professional manner.
5. Accepting constructive feedback and engaging in regular self-appraisal.
6. Adhering to the Code of Ethics for Minnesota Teachers (rule 8700.7500, subpart 2), for candidates in the Teacher Preparation and Endorsement programs. The Code of Ethics for Minnesota Teachers is listed in EXHIBIT D.
7. Adhering to the Minnesota Code of Ethics for School Administrators (rule 3512.5200, subpart 2), for candidates in the Minnesota-approved Educational Leadership and Administration programs. The Minnesota Code of Ethics for School Administrators is listed in EXHIBIT E.
8. Adhering to the Licensure Code of Professional Conduct for Ohio Educators, for candidates in the Ohio-approved Educational Leadership and Administration programs. The Licensure Code of Professional Conduct for Ohio Educators is listed in EXHIBIT F.
9. Providing all required documentation to District including criminal background checks, drug testing clearances, immunization reports or other health information, if applicable.

3. District personnel shall be responsible for the following:

1. Reading the appropriate program handbook.
2. Assigning as site supervisors qualified Cooperating Teachers, Host Teachers, or Principal Mentors.
3. Signing off on a time record of Intern's attendance, including a running record of total time across the field experience, if applicable.
4. Allowing Teacher Preparation program candidates to complete the Teacher Performance Assessment (edTPA) during Demonstration Teaching, including videotaping the candidate's instruction.
5. Completing and submitting a survey to verify; 1) the number of hours or weeks the Intern spent in the field, and 2) the diversity of the classroom and school.
6. Completing and submitting an evaluation on the Intern's performance and dispositions, pertaining to the Candidate(s) assigned to them.
7. Allowing the Walden supervisor into the classroom for a minimum of two (2) formal observations of an Intern in the major experience of the Principal Preparation

programs, and a minimum of three (3) observations of an Intern during demonstration teaching in the Teacher Preparation programs.

8. Conferring with the Walden supervisor regularly throughout the Candidate's field experience and communicating any concerns regarding the Student to Walden.

9. Requesting that all required documentation be provided by the student to the District, including criminal background checks, drug testing clearances, immunization reports or other health information from intern, if applicable.

10. Sharing responsibility for continuous improvement of Intern preparation and sharing accountability for Intern outcomes with Walden.

4. Term – The Parties may renew this Agreement annually for up to two (2) additional and consecutive one (1)-year periods.

5. Termination – This Agreement may be terminated by:

(i) either party with or without cause upon delivery of written notice of intent to terminate provided to the other party not less than ten (10) days prior to the effective date of such termination; or

(ii) written agreement executed by both Parties where written notice of intent to terminate not less than ten (10) days prior to the effective date of termination is impracticable for either party

6. Governing Law and Venue – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. Public Records – The Parties and their agents and representatives shall at all times comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT MAY BE DIRECTED TO THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

8. Student Records - Notwithstanding any provision to the contrary contained in this Agreement, the Parties, and their officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act ("FERPA"), sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, each party shall notify the other immediately following a determination of a breach of data security.

9. Sovereign Immunity – Nothing herein shall be construed or interpreted to waive the District's or Walden's sovereign immunity from suit, or to require either party to indemnify any person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the

actionable negligence of the District or Walden. The Parties expressly reserve all other protections and privileges related to their sovereign immunity, including the limits of liability set forth in section 768.28 of the Florida Statutes.

10. Indemnification and Release – The District and Walden agree to be responsible only for such claims and damages caused by the actions or inaction of their respective officers, employees, and agents while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one party to indemnify the other, nor as an obligation or consent to be sued by a third party. To that end, it is understood by the Parties that the student intern(s) shall be instructed by Walden to sign and agree to standard release and hold-harmless forms acceptable to both Parties.

11. Independent Contractor – Nothing contained herein shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between or among the Parties and student interns.

WHEREFORE, the Parties, by and through execution of this Agreement by their authorized representative(s) below, concur with and bind themselves to all terms and conditions of this Agreement.

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WALDEN UNIVERSITY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form by:

Walden University
Central Office of Field Experience



CERTIFICATE OF LIABILITY INSURANCE

190046

DATE(MM/DD/YYYY)
08/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc. of Washington, D.C. 1120 20th Street NW Washington DC 20036 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS: 		
INSURED Walden University, LLC a subsidiary of Laureate Education, Inc. 100 Washington Avenue South, suite 900 Minneapolis MN 55401 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Homeland Insurance Company of NY A	34452
	INSURER B:	Hartford Fire Insurance Co. A+	19682
	INSURER C:	ACE Property & Casualty Insurance Co. A++	20699
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570072593780** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			42CSES11308	12/01/2017	12/01/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			XOOG27927245003	12/01/2017	12/01/2018	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Misc Med Prof			MFL0052250917 Professional Liability	09/30/2017	09/30/2018	Aggregate	\$4,000,000
							Each Claim	\$2,000,000

Certificate No. : 570072593780

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Clay County Schools is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER **CANCELLATION**

Clay County Schools Attn: Julie Cox 900 Walnut Street Green Cove Springs FL 32043 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Washington, D.C.</i>

AUG - 9 2018

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED Walden University, LLC	
POLICY NUMBER See Certificate Number: 570072593780			
CARRIER See Certificate Number: 570072593780	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

WC Ded Carrier by State

Policy # 42WS11305

Carriers:

- AK Hartford Insurance Co. of The Midwest
- AL - Hartford Accident and Indemnity Company
- AR Trumbull Insurance Co.
- AZ - Hartford Underwriters Insurance Company
- CA - Property Casualty Insurance Company of Hartford.
- CN Hartford Fire Insurance Co.
- CO - Property Casualty Insurance Company of Hartford
- CT - Hartford Casualty Insurance Company
- DC Trumbull Insurance Co.
- DE Property/Casualty Ins. Co. of Hftd
- FL Hartford Fire Insurance Co.
- GA Hartford Accident and Indemnity Co.
- HI Hartford Underwriters Insurance Co.
- IA Sentinel Insurance Co.
- ID Hartford Insurance Co. of The Midwest
- IL - Sentinel Insurance Company, Limited
- IN Trumbull Insurance Co.
- KS Trumbull Insurance Co.
- KY Hartford Accident and Indemnity Co.
- LA Property/Casualty Ins. Co. of Hftd
- MA Hartford Underwriters Insurance Co.
- MD - Hartford Casualty Insurance Co.
- ME - Property Casualty Insurance Company of Hartford
- MI - Trumbull Insurance Co.
- MN - Property Casualty Insurance Company of Hartford
- MO - Hartford Underwriters Insurance Co.
- MS - Property Casualty Insurance Company of Hartford
- MT Hartford Accident and Indemnity Co.
- NC - Hartford Underwriters Insurance Co.
- ND - Hartford Fire Insurance Co.
- NH - Hartford Fire Insurance Co.
- NJ - Hartford Underwriters Insurance Co.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED Walden University, LLC	
POLICY NUMBER See Certificate Number: 570072593780			
CARRIER See Certificate Number: 570072593780	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

WC Ded Carrier by State

Policy # 42WS11305

- NM Trumbull Insurance Co.
- NV - Sentinel Insurance Company, Ltd.
- NY Hartford Insurance Co. of The Midwest
- OH Hartford Fire Insurance Co.
- OR- Hartford Fire Insurance Co.
- PA - Hartford Fire Insurance Co.
- SC - Property Casualty Insurance Company of Hartford
- SD - Hartford Underwriters Insurance Company
- TN - Property Casualty Insurance Company of Hartford
- TX - Hartford Casualty Insurance Co.
- UT Trumbull Insurance Co.
- VA - Hartford Underwriters Insurance Company
- WA Hartford Fire Insurance Co.
- WV Trumbull Insurance Co.
- WY Hartford Accident and Indemnity Co.