

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 220075  
Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Must Have Board Approval over \$100,00.00

Date Submitted: 12/09/2021

Name of Contract Initiator: Jennifer Shepard

Telephone #: 9043366951

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: St Petersburg College of Education

Contract Title: St Petersburg Student Teaching Affiliation Agreement

Contract Type:  New  Renewal  Amendment  Extension  Previous Year Contract #

Contract Term: Terminates 07/31/2023

Renewal Option(s):

Contract Cost: \$0

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # \_\_\_\_\_

Funding Source: Budget Line # \_\_\_\_\_

**NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

**INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

Completed Contract Review Form

SBAO Template Contract or other Contract (NOT SIGNED by District / School)

SIGNED 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].

State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

COVID-19 Waiver (If Applicable)

Release and Hold Harmless (If Applicable)

RECEIVED  
DEC 13 2021  
PURCHASING

RECEIVED  
12/15/2021  
SBAO

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

| CONTRACT REVIEWED BY:  | COMMENTS BELOW BY REVIEWING DEPARTMENT  |
|--|---|
| Purchasing Department<br>Review Date: <u>12/15/21</u> <span style="float: right;">B78</span> | <u>No Cost</u><br><u>Month - October?</u> <u>Term pg 3?</u>   |
| School Board Attorney<br>Review Date: <u>1/24/22</u> <span style="float: right;">JTB</span>  | <u>See proposed changes - pp 1, 2 + 3</u>   |
| Other Dept. as Necessary<br>Review Date:   |   |
| PENDING STATUS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO          | IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR   |
| FINAL STATUS   | <input checked="" type="checkbox"/> <b>APPROVED</b> <span style="float: right;">DATE: <u>1.28.22</u></span> |

## STUDENT TEACHING AFFILIATION AGREEMENT

St. Petersburg College, College of Education

And

School District of Clay County of Florida

**This Student Teaching Affiliation Agreement** ("Agreement") is entered into on this 3rd day of March, 2022, by and between THE BOARD OF TRUSTEES, ST. PETERSBURG COLLEGE, whose mailing address is PO Box 13489, St. Petersburg, Florida 33733 ("SPC"), and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, located at 900 Walnut Street, Green Cove Springs, Florida, 32043 ("the District").

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which SPC students ("SPC Students") may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.

2. **SPC Student Placements.** The District shall accept SPC students for placement in Student Teaching Internships, Practicums, and Observations on the terms and conditions set forth herein.

3. **Policies Governing SPC Student Placements.**

a. Placements for all clinical field experiences will be arranged by the designated representatives of the District in collaboration with representatives of SPC. SPC Student applications for final internship will be submitted to the District by the appropriate SPC representative according to the following dates or as otherwise agreed upon by the parties:

April 15 – Submission of applications for final internships for Fall Semester

October 15 – Submission of applications for final internships for Spring Semester

b. Under no circumstances will SPC students be allowed to contact principals, administrators, or teachers to request a specific preferred placement.

c. SPC student applicants for college practicums or final

internships cannot be placed in a school in which the applicant has a relative who is an employee or a student.

4. **SPC Responsibilities.**

a. SPC will provide a university supervisor for each practicum student or final intern placed in a District school. Each university supervisor will meet the minimum qualifications set forth by the Florida Department of Education which presently include the following:

- i. Three or more years of K-12 Teaching Experience
- ii. Evidence of Clinical Educator Training or commensurate clinical training
- iii. A Master's Degree or higher in an appropriate educational field

5. **Confidentiality.** SPC and the District shall inform each SPC student of federal and state laws governing the confidentiality of District student information, including FERPA. The parties agree that any breach of confidentiality by an SPC Student shall be grounds for immediate termination of the student's clinical experience.

7. **Indemnification and Hold Harmless.** Neither party shall be responsible to the other for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide SPC Students with immediate first aid for work-related injuries or illnesses, such as blood or bodily fluid exposure. **Notwithstanding the foregoing, any indemnification or hold harmless by either party shall be limited to the extent permitted by Florida Law, 768.28, and shall not be construed as a waiver of either party's sovereign immunity under law.**

8. **Insurance.** During the term of this Agreement, SPC shall maintain in full force and effect commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

9. **Notices.** Notices under this Agreement shall be mailed or delivered to

the parties as follows:

To the District:

Ms. Jennifer Shepard  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
900 Walnut Street  
Green Cove Springs, Florida 32043

To SPC:

St. Petersburg College  
Attention: Dean Dr. Kimberly Hartman, College of Education  
PO Box 13489, St. Petersburg, FL 33733

With copy to the General Counsel's Office,  
Attn. [gardner.suzanne@spcollege.edu](mailto:gardner.suzanne@spcollege.edu)

10. **Term and Termination.** The term of this Agreement begins March 3, 2022 and ends on July 31, 2024. Either party may, either with or without cause, upon thirty (30) days' written notice to the other party, terminate this Agreement. Terminating this Agreement as set forth herein shall not operate to interrupt the progress of any student who has been assigned to a teaching internship, practicum or observation. A student who is assigned to any student teaching or practicum pursuant to this contract shall be allowed to complete their assignment.

11. **Assignment.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.

12. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all parties.

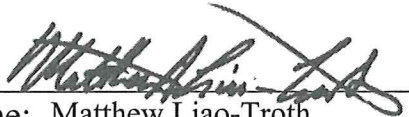
13. **Partnership/Joint Venture/Employment.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

14. **Nondiscrimination.** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IS of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual, including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

**ST PETERSBURG COLLEGE**

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

By:   
Name: Matthew Liao-Troth  
Title: Vice President, Academic Affairs  
" SPC "

By: \_\_\_\_\_  
Name: Mary Bolla  
Title: Chairman  
"District"

Approved as to form:

Approved as to Form:

SLGps 1/27/22  
Appr. by ML on 9/7/21  
\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Attorney for the School Board



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2021

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).

|  |  |                                    |
|--|--|------------------------------------|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, Inc.<br>200 S. Orange Ave<br>Suite 1350<br>Orlando FL 32801   | <b>CONTACT NAME:</b> Jessica Montgomery<br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b> Jessica_Montgomery@ajg.com | <b>FAX (A/C, No):</b> 407-370-3057 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |                                    |
| <b>INSURED</b><br>Students of the Allied Health Sciences Courses of the Participating Colleges of the FCSRMC Management Consortium 4500 NW 27th Ave, Ste B2 Gainesville FL 32606 | <b>INSURER A :</b> American Casualty Company of Reading, PA  |                                    |
|  | <b>INSURER B :</b>   |                                    |
|  | <b>INSURER C :</b>   |                                    |
|  | <b>INSURER D :</b>   |                                    |
|  | <b>INSURER E :</b>   |                                    |
|  | <b>INSURER F :</b>   |                                    |

**COVERAGES** **CERTIFICATE NUMBER:** 79427839 **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.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |                            |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|----------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | EACH OCCURRENCE                           | \$                         |
|          |  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$                         |
|          |  |           |          |               |                         |                         | MED EXP (Any one person)                  | \$                         |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$                         |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE                         | \$                         |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$                         |
|          |  |           |          |               |                         |                         |   | \$                         |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY          |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$                         |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$                         |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident)              | \$                         |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$                         |
|          |  |           |          |               |                         |                         |   | \$                         |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE                           | \$                         |
|          |  |           |          |               |                         |                         | AGGREGATE                                 | \$                         |
|          |  |           |          |               |                         |                         |   | \$                         |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                    |           | N/A      |               |                         |                         | PER STATUTE                               | OTH-ER                     |
|          |  |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$                         |
|          |  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$                         |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$                         |
| A        | Student Professional Liability   |           |          | 0127291333    | 8/26/2021               | 8/26/2022               | Each Claim Aggregate                      | \$2,000,000<br>\$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Saint Pete College student clinical experience.  
 Coverage includes College Faculty Members for instruction/supervision of students only.

**CERTIFICATE HOLDER****CANCELLATION**

The School Board of Clay County Florida  
 900 Walnut Street  
 Green Cove Springs FL 32043

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

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