

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 220090
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: 1/19/2022

Name of Contract Initiator: Jennifer Shepard Telephone #: 904-336-6951

School/Dept Submitting Contract: Professional Learning Cost Center # 9009

Vendor Name: Florida State College at Jacksonville

Contract Title: FSCJ Student Agreement

Contract Type: New Renewal Amendment Extension Previous Year Contract # 190149

Contract Term: 3 years 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
JAN 19 2022
PURCHASING

RECEIVED
4/7/2022
SBAO

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department 4/21/22 B78	<p>Agreement 3-29-22 See Blue Changes</p> <p>10/19/19 Agreement. Use Draft 4/21/2022</p> <p>3/31/2022</p>
Review Date 4/25/2022	
School Board Attorney JTB	<p>See Comments in purple</p> <p>strike II & V as duplicative - DONE ✓</p> <p>see changes to IV 2 + strike IV 4 - DONE ✓</p> <p>change to IV 11 (venue - sp.) - DONE ✓</p>
Review Date 4/18/22	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<p><input checked="" type="checkbox"/> APPROVED</p> <p>DATE: 7.28.22</p>

**CLINICAL EXPERIENCE AGREEMENT
BETWEEN
FLORIDA STATE COLLEGE AT JACKSONVILLE
AND
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

THIS AGREEMENT is entered into on July 25, 2022 (“Effective Date”) by and between The District Board Of Trustees at FLORIDA STATE COLLEGE AT JACKSONVILLE, a public body corporate of the State of Florida (hereinafter “COLLEGE”) and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter “SCHOOL DISTRICT”)

WHEREAS, the COLLEGE provides approved programs of study in the field of Early Childhood Education with pre-kindergarten and primary teacher certification (age 3 through 3rd grade) (hereinafter referred to as the “Program”), and desires its students in the Program to obtain educational experiences by utilizing appropriate facilities and personnel of third parties;

WHEREAS, the SCHOOL DISTRICT has schools and personnel for Program students, and has agreed to make such schools and personnel available to COLLEGE;

WHEREAS, the SCHOOL DISTRICT and COLLEGE desire to cooperate to establish and implement the Program;

NOW, THEREFORE, in consideration of the recitals and the respective promises contained herein, SCHOOL DISTRICT and COLLEGE agree that the Program described herein be established and implemented by the SCHOOL DISTRICT and the COLLEGE pursuant to the following terms and conditions

I. PURPOSE.

The purpose of this Agreement is to provide educational experiences for selected COLLEGE students (hereinafter referred to as “Students”) which take place at schools within the SCHOOL DISTRICT under the guidance, direction and supervision of of a fully certified professional.

II. OBLIGATIONS OF THE COLLEGE

1. The College will offer education programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.

2. The College will keep all records and reports on Student experiences in accordance with College policy and regulatory requirements. Any disclosure of personal identifiable information shall only be made upon proper authorization and pursuant to state and federal law.

3. The COLLEGE will plan with the SCHOOL DISTRICT, in advance, its schedule of Student assignments to the designated areas, including dates and numbers of Students.

4. The COLLEGE agrees to inform Students that Students shall be responsible for following the rules and regulations of the SCHOOL DISTRICT, including recognition of the confidential nature of information regarding pupils and their records.

5. The COLLEGE will provide the SCHOOL DISTRICT a copy of course objectives for the learning experience. The SCHOOL DISTRICT, together with the College, will make arrangements evaluating the learning experience.

6. The COLLEGE will assign a faculty supervisor who will collaborate with the SCHOOL DISTRICT's site supervisor. The faculty supervisor is required to have a level 2 (state and national FBI) background check and meet the SCHOOL DISTRICT guidelines for clearance. For purposes of this Agreement, the term "site supervisor" shall be defined as the School educator who has been assigned by SCHOOL DISTRICT to supervise the Student.

7. The COLLEGE shall inform Students that pursuant to Florida Statute 1012.32(2), or other applicable Florida statutes, the Students must complete a Level 2 (state and national/FBI) background check at their own expense. Fingerprinting must be done as directed by the SCHOOL DISTRICT. The SCHOOL DISTRICT is responsible for clearing Students based upon District guidelines for clearing other interns prior to the Students entering any classroom in the SCHOOL DISTRICT or otherwise having direct contact with students of the SCHOOL DISTRICT.

III. OBLIGATIONS OF THE SCHOOL

1. The SCHOOL DISTRICT shall maintain sole responsibility for the instruction, education, and welfare of its pupils.

2. The SCHOOL DISTRICT agrees that Students assigned to it for clinical experience in counseling, administration teaching, and/ or observation experiences are under the supervision, control, and responsibility of the SCHOOL DISTRICT.

3. The SCHOOL DISTRICT shall retain the right, in its sole discretion, to request the removal of any individual from any area of the District premises. Students shall be instructed by the COLLEGE to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL DISTRICT.

4. The SCHOOL DISTRICT shall provide qualified site supervisors for Students. Site supervisors will be resource persons for Students and COLLEGE faculty while at school within the SCHOOL DISTRICT. Site supervisors selected by the SCHOOL DISTRICT will: a) assist in orienting students to the assigned school, the classroom, and pupils; b) explain all SCHOOL DISTRICT policies, rules, and regulations to Students; c) provide prompt and substantive feedback to Students regarding all performance activities and interactions with SCHOOL DISTRICT personnel, pupils, and parents; d) complete evaluations of Students'

progress and submit them to the COLLEGE faculty supervisor, after reviewing them with the applicable Student; e) immediately inform the COLLEGE faculty supervisor of any concerns regarding a Student; f) establish a time to meet and discuss with Students their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) supervise students on a daily basis-if the site supervisor is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Under no circumstance can a Student, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the SCHOOL DISTRICT and the COLLEGE.

5. The SCHOOL DISTRICT will provide Students with an emergency care or arrange for transportation to the nearest medical facility for injuries or illness of an acute nature incurred while on duty at a school. Students shall be solely responsible for any costs and expenses incurred for such medical treatment and care

6. The SCHOOL DISTRICT will upon reasonable notice, permit the authority responsible for accreditation of COLLEGE'S curriculum to inspect the facilities, services and all other items provided by SCHOOL DISTRICT for the purpose of the educational experience.

7. The SCHOOL DISTRICT will endeavor to comply with all applicable requirements of any accreditation authority over SCHOOL DISTRICT and COLLEGE and certify such compliance upon request by COLLEGE

IV. INSURANCE

1. The COLLEGE agrees that the student shall assume responsibility for their own medical care and hospitalization. However, the SCHOOL DISTRICT will provide students with emergency care for injuries or illnesses of an acute nature incurred while on duty at a school or provide transportation to the nearest medical care facility. Students shall be personally responsible for any costs or expenses related to the medical treatment.

2. The parties acknowledge that both SCHOOL DISTRICT and COLLEGE are self-insured for workers' compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the respective parties. Their self-insured funds and various policies are authorized pursuant to Florida Statutes and the College's District Board of Trustees. The parties agree to maintain their self-insurance fund and excess policies for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of either party to be sued; or (iii) a waiver of sovereign immunity of either party beyond the waiver provided in Section 768.28, Florida Statutes.

V. GENERAL PROVISIONS

1. Neither the SCHOOL DISTRICT nor the COLLEGE will discriminate against any person because of race, color, religion, sex, veteran or marital status, or national origin, nor discriminate against any student or student applicant with a disability pursuant to law as set forth in the Americans With Disabilities Act.

2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the COLLEGE and the SCHOOL DISTRICT and their employees, students, or agents, but rather is an Agreement by and between two independent contractors. Each student is placed in a school within the SCHOOL DISTRICT in order to receive education experience as part of the academic curriculum; duties performed by a student are not performed as an employee of the SCHOOL DISTRICT but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL DISTRICT personnel. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party. Students shall participate in the Program(s) hereunder for the sole consideration of obtaining an educational experience.

3. The SCHOOL DISTRICT shall timely notify the COLLEGE when any COLLEGE employee or student has been involved in a reported incident and the COLLEGE shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.

4. Neither the SCHOOL DISTRICT nor its employees shall be entitled to compensation from the COLLEGE for services or actions of benefit to the COLLEGE which are part of or related to the Program.

5. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications, or alterations shall be made only in writing and shall become effective only upon the written approval of both the COLLEGE and the SCHOOL DISTRICT. Further, this Agreement may not be assigned by either party without prior written approval of the other party.

6. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.

7. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

8. This Agreement is not intended to create any rights or interest for any other person or entity other than the SCHOOL DISTRICT or the COLLEGE.

9. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this Agreement, neither COLLEGE nor SCHOOL DISTRICT make any representations, warranties, covenants, or undertakings of any kind, express or implied.

10. This Agreement will be governed by the laws of the State of Florida and shall in all respects be interpreted, enforced, and governed by Florida law. The parties submit to the jurisdiction and venue of the local state and federal courts located in Clay County Florida.

11. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than COLLEGE. COLLEGE agrees to provide guidance to the SCHOOL DISTRICT with respect to complying with FERPA.

12. The parties hereto acknowledge and agree that as both the SCHOOL DISTRICT AND COLLEGE are a political subdivision of the State of Florida. As such, either party's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations, and either party's Rules which are applicable to either party's operations, commitments and/or activities, as the case may be, in furtherance of any terms specified herein. The parties acknowledge that either party's performance under this Agreement is subject to the provisions and limitations of Section 762.28, F.S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party and remedy or defense available such party under the laws of the State of Florida; (ii) the consent of either party to be sued; or (iii) a waiver of sovereign immunity of either party beyond the waiver provided in Section 768.28, F.S. As either party is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respect in accordance with the Florida law including Florida provisions for conflict of law.

13. Both parties acknowledge and agree that as political subdivisions of the State of Florida, they are subject to the provisions of Chapter 119, *Florida Statutes*, regarding public access to records. The parties agree to comply with the applicable Florida Statutes as it relates to the maintenance, generation and provision of access to all public records related to this Agreement

14. The parties agree to keep a current written record of the specific schools where students are actually placed.

VII. DISPUTE RESOLUTION

1. The parties agree to periodically review and discuss the operation of the Agreement to ensure that each party's objectives hereunder are being satisfied. The parties shall confer as otherwise necessary to the administration of this Agreement.

2. In cases of conflict between a student and a site supervisor that cannot be resolved, an appeal shall be made to the COLLEGE supervisor. If resolution is not achieved, an appeal shall be made to the school principal or his/her designee and the COLLEGE advisor. If resolution is not achieved, an appeal shall be made to the COLLEGE and SCHOOL DISTRICT liaisons. Final resolution of conflicts, if necessary, shall be made by the school superintendent in consultation with the Dean or his/her designee, of the COLLEGE.

VIII. TERM; TERMINATION; NOTICE

1. This Agreement shall commence on the Effective Date and shall remain in effect for three (3) years, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days' prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all students already enrolled in and participating in education experiences at SCHOOL DISTRICT at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at SCHOOL DISTRICT.

2. Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt, if notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the addresses stated below, or to such other persons or places as either party may from time to time designate by written notice to the other party.

If to the COLLEGE:

Dr. Tara Haley Dean of Education and Human Services
Florida State College at Jacksonville
101 West State Street
Jacksonville, FL 32202

If to the SCHOOL BOARD:

Jennifer Shepard
Supervisor of Professional Learning
Clay County District Schools
900 Walnut Street
Green Cove Springs, FL 32043

With a copy to:

Office of General Counsel
Florida State College at Jacksonville
501 West State Street, Suite 403
Jacksonville, FL 32202

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date with the full intent to be bound by the provisions hereof.