

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 220168
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
 [REDACTED]
 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: 06/20/2022

Name of Contract Initiator: Jennifer Shepard

Telephone #: 9043366951

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: Flagler College

Contract Title: Flagler College Affiliation Agreement

Contract Type: New Renewal Amendment Extension Previous Year Contract # From 2008 - Attached

Contract Term: 3 Year

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
 JUN 20 2022
 PURCHASING

RECEIVED
 SBAO
 6/23/2022

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <i>BTS</i>	<i>No Cost</i>
Review Date <i>6/21/22</i>	
School Board Attorney <i>JTB</i>	
Review Date <i>7/6/22</i>	
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	<input checked="" type="checkbox"/> APPROVED
	DATE: <i>7-11-22</i>

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is entered by and between the School Board of Clay County, Florida, a Florida political subdivision (“the School District”), and the Board of Trustees of Flagler College, as an affiliating agency (“Agency”), collectively the “parties”.

WITNESSETH:

WHEREAS, the Agency is either a college in Florida whose offers educational opportunities including clinical education activities; and

WHEREAS, the School District supports cooperative ventures with institutions, educational organizations and municipal corporations for the purpose of providing educational programs for students; and

WHEREAS, the School District and the Agency desire to enter an agreement for joint activities and cooperation regarding clinical learning experiences to improve the educational opportunities available to students; and

WHEREAS, the entry of this Affiliation Agreement is in the best interest of both parties.

NOW THEREFORE, it is agreed between the School District and the Agency as follows:

1. Recitals. The foregoing recitals are correct and are incorporated herein.
2. Term. This Agreement will be effective upon the date of execution by the parties and will remain in effect until July 1, 2025.
3. Affiliation Agreement. The School District and the Agency agree to cooperate for the purpose of establishing an internship, observation or clinical program for the purpose of preparing educators (hereinafter the “program”). The School District and the Agency agree as follows terms regarding the program and this Agreement:

A. The School District’s Responsibilities.

- 1) The School District agrees to accept those Agency’s students, who are designated by the Agency, for participation in the program. As stated in section 3(B) below, the Agency shall remain at all times during the term of this Agreement responsible for the content and quality of education of the students of the Agency.
- 2) The School District agrees to provide facilities and applicable personnel for the benefit of the program. The School District agrees that Agency’s students in the program will be placed in School District’s schools that have a diverse population of students and that are high-performing or improving schools. For purpose of this Agreement, high-performing are those schools with a grade of A or B. For purpose of this Agreement, improving schools are those that have an improved school letter grade from the previous school year. In keeping with Florida Department of Education requirements and legislative mandates, the School District’s personnel who serve as cooperating/supervising educators will have the following:
 - a. Clinical Educator Training;
 - b. A valid Florida professional certificate with the same certification intern is seeking;
 - c. At least 3 years of teaching experience in K-12;

- d. Effective or highly effective rating on the prior year's performance evaluation (or be peer evaluator)
 - e. FL Reading Endorsement for Elementary Education internship placements
- 3) The School District and its applicable personnel will provide reasonable assistance to the Agency in the performance of the program. The School District may designate a liaison to assist the Agency with the implementation of the program.
 - 4) The Superintendent is provided the authority to submit written or oral request to the Agency to remove any student(s) of the Agency from the program who does not adhere to the policies and procedures of the School District or who otherwise, in the opinion of the Superintendent (1) has conduct not acceptable to the standards of performance and ethics as either set or adopted by School District in its policies or those contained in Florida law; or (2) done an act or threaten to do an act which would have or has caused disruption or causes concern for the health, safety and welfare of School District's staff, School District's students, other Agency's students or any member of the community. In such instance, the Superintendent and/or his/her designee may immediately remove a student of the Agency from a School District's premises and may do so without first obtaining approval of the Agency. The Agency agrees to remove an Agency's student(s) from the program upon request of the Superintendent and/or his/her designee.

B. Agency's Responsibilities.

- 1) The Agency will be responsible for placement of the Agency's students in the program and the specific clinical experiences within the program. All placements will be made through the School District's placement coordinator. However, under no circumstances will the Agency's students be permitted to contact the Superintendent or administration of the School District to request preferred placement.
- 2) The Agency will be responsible for the implementation, staffing and operation of the clinical and instructional part of the program. The School District is under no obligation to meet prerequisites and course requirements that may be set by the Agency. The Agency will continue to be responsible for the overall educational experience and grades of the Agency's students.
- 3) During times of elevated communicable disease community spread, including a pandemic or epidemic, any and all students, faculty and employees of the Agency will comply with policies and requirements of the School District while on the School District's premises.
- 4) The Agency will instruct its students, faculty and employees to keep confidential and protected information in confidence and not use confidential or protected information for any other purpose than as part of the program described herein. The Agency acknowledges the School District has a policy regarding use of cameras and recording devices on school premises, this includes, but is not limited to, restrictions on the video and photograph of instructional activities that occur while on a school premises. The Agency acknowledges that some parents have not consented to video or photography of their School District student. The Agency's students in the program may video themselves in a School District's classroom so long as there is prior consent of the School District's instructional staff and prior

student consent. Such videoing may be done on no more than six (6) occasions during a school semester and the video shall only be used for evaluation by the Agency of the Agency's student performance. All videos will be housed temporarily by the Agency on a password protected server and will be kept confidential. The Superintendent or law enforcement may request to view any video taken by the Agency or an Agency student, if he/she has a legitimate educational interest to view the video.

- 5) The Agency voluntarily or upon the written request of the Superintendent or his/her designee, will at the Agency's sole expense complete background investigation and screenings on each of its students, employees and agency who have direct contact with students of the Clay County School District as part of the program. The Agency acknowledges that the requirements of the Jessica Lunsford Act, Section 1012.465, Florida Statutes and School District policies may be applicable. The Agency agrees to cooperate with the School District to obtain compliance with such requirements. The Agency will remove any student of the Agency from the program if such Agency student (1) has a disqualifying offense, or (2) does not meet the background screening requirements, or (3) refuses to a background screening.
- 6) No student will be discriminated against on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or any other basis protected by law in any aspect of this program.

4. Severability. If any provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (iii) the remainder of this Agreement will remain in full force and effect.

5. Termination. Either party reserves the right to terminate this Agreement upon thirty (30) calendar days advance written notice to the other party; but if any service, project or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the School District until said service, project or task is completed and accepted. If at the time of notice of termination, that there are students currently enrolled in the program, such students will be given the reasonable opportunity to complete their clinical program, such completion not to exceed twelve (12) months.

6. Governing Law and Venue. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in a court of competent jurisdiction in and for Alachua County, Florida. In the event of any legal action each party agrees to pay its own attorneys' fees and costs. The School District and the Agency agree to comply with all federal, state and local laws.

7. Insurance and Liability. The parties agree that each shall have responsibility for their own individual actions. The School District will not be responsible for loss or damage to Agency student's or Agency's faculty's personal property while on property owned or leased by the School District. To the extent permitted under Florida law, the Agency and the School District will indemnify and hold harmless each other and its employees, officers and board members. This

indemnification provision is not applicable if this Agreement is executed between the School District and a state agency or a subdivision, as defined in Section 768.28, Florida Statutes or any other Florida Statute applicable to sovereign immunity. During the term of this Agreement, the Agency will maintain in full force and effect general liability insurance in minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate and will provide a copy of such coverage to the School District within five (5) business days of execution of this Agreement.

8. Independent Contractor. The parties agree that neither party to this Agreement is intended to be a contractor for each other. No faculty and students of the Agency shall be considered or represents themselves as agents, officers, or employees of the School District. At the same time, no employee or administrator of the School District shall be considered or represent themselves as an agent of the Agency.

9. Conflict of Interest. Both parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

10. Public Records.

A. Both parties acknowledge that they are required to comply with all privacy laws applicable, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). The Agency recognizes and acknowledges that by virtue of entering into this Agreement and by being considered an affiliate of the School District to provide services, the Agency, its employees, officers and agents may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the School District's networks (hereinafter "Confidential Information"). The Agency agrees that neither it nor any employee, officer or agent of the Agency will at any time, either during or subsequent to the term of this Agreement disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the School District in writing, any Confidential Information.

B. In that event the Agency is considered a contractor under Section 119.0701, Florida Statutes, the Agency shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the School District to perform the services identified in this Agreement.
2. Upon request from the School District's custodian of public records, provide the School District 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 for by law.
3. 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 this Agreement and following completion of this Agreement if the Agency does not transfer the records to the School District.
4. Upon completion of this Agreement, transfer, at no cost, to the School District all public records in possession of the Agency or keep and maintain public records required by the School District to perform the service. If Agency transfers all public records to the School District upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure

requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE SCHOOL DISTRICT'S STAFF ATTORNEY, OR VIA EMAIL AT PRR@MYONECLAY.NET.

Failure to comply with this subsection will be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

11. Notice. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to the School District:
School Board of Clay County
900 Walnut Street
Green Cove Springs, FL 32043

If to Affiliating Agency:

cc:

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

12. Assignment. This Agreement shall not be assigned except with the written consent of the parties. No such consent shall be construed as making the School District a party to the assignment or subject the School District to liability of any kind to any assignee. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

13. Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Agreement may not be amended, modified,

released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the day and year below written.

CLAY COUNTY DISTRICT SCHOOLS

By: _____
Mary Bolla, Board Chair

Date: _____

Reviewed as to form and legality:

J Bruce Bickner, School Board Attorney

FLAGLER COLLEGE

By: _____

Printed Name: _____

Title: _____

Date: _____

