V APPROVED

200066

BOARD MEETING DATE:

CONTRACT F	M ("CRF")	WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED										
Date Submitted: 9/26/19												
Contract Initiator (Name of Person	n Overseeing	the Contra	act): Jamie Iannone Telephor	ne Number: 336 6951								
School/Department Submitting Co	ontract: Pr	ofessi										
Vendor/Contractor Name: Br	adley L	Iniver.	sity .									
Contract Title: Bradley U	niversi	ty Te	eaching Affilation Ac	preement								
Contract Type: New Renev	/al □ Amen	dment 🗆	Extension Date Original Contract	t Approved:								
Contract Term: 3 V//S			Renewal Option(s):									
Contract Cost:	Pay	/ment Sch	edule (Monthly? Upon delivery? When finished?)	:								
Funding Source:			Fessional Development Niversity Y Teaching Affilation Agreement ment Extension Date Original Contract Approved: Renewal Option(s): nent Schedule (Monthly? Upon delivery? When finished?): Purchase Requisition No.: F: Develop + Support great educators, support anel, + leaders. ee? Yes No PACKAGE ATTACHED? PACKAGE ATTACHED? In that all basic and mandatory terms) Inplate Contract)* act: The terms and conditions of Addendum A are hereby incorporated into this Agreement and and/or conditions herein stated.") Illity & Workers' Compensation that meet these requirements: Additional insured and certificate Holder. Insurer must be rated as A- or better. 1000,000 General Aggregate. 1000,000 General Aggregate. 1000,000 General Aggregate. 1000,000 For Charter Buses). 1000 Contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contactor must Comments									
Strategic Plan Tie-in Explanation Pre-Approved by Superintend	n: Aoal perso ent or Desig	5: Donnel,	evelop + support great e + leaders. les No	ducators, support								
Additional Information:				(000								
Additional information:				RECEIVED								
SIGNED 2018 Addendum A (if *This Statement MUST BE included in the same shall govern and prevall over Certificate of Insurance (COI) COI must list the School Board of Clay C General Liability = \$1,000,000 Cm Auto Liability = \$1,000,000 Com Workers' Compensation = \$100,	orm ther Contract (not an SBAO To the body of the Cor any conflicting ten for General Lia ounty, Florida as an ach Occurrence & \$ bined Single Limit (000 Minimum n Insurance, vendo	(with all ba emplate Co atract: "The ten ubility & Wo Additional in 12,000,000 Ger \$5,000,000 for	usic and mandatory terms) ontract)* rms and conditions of Addendum A are hereby incorporated inditions herein stated.") orkers' Compensation that meet these require sured and Certificate Holder, Insurer must be rated as A- or ineral Aggregate, or Charter Buses).	ments: better.								
<u>Approvals</u>			Comments									
Purchasing Department	Approved	Denled	NO Cost									
Review Date: 9/27/2019	BTS		,									
Risk Management Department	Approved	Denied										
Review Date:												
School Board Attorney	Approved	Denied	1									
Review Date: 10-28-19	13		Approved re- chan	455								
Information & Technology Dept.	Approved	Denied										
Review Date:												

Approved

Denied

Business Affairs Division

Review Date:

STUDENT TEACHING AFFILIATION AGREEMENT

This Student Teaching Affiliation Agreement ("Agreement") is entered into on this _____ day of September, 2019, by and between BRADLEY UNIVERSITY, located at 1501 W. Bradley Avenue, Peoria, Illinois 61625 (hereinafter "BU"), 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 BU students ("BU Students") may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.
- 2. **BU Student Placements.** The District shall accept BU students for placement in Student Teaching Internships, Practicums, and Observations on the terms and conditions set forth herein.

3. Procedures Governing BU Student Placements.

a. Placements for all clinical field experiences will be arranged by the designated representatives of the District in collaboration with representatives of BU. BU Student applications for final internship will be submitted to the District by the appropriate BU 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 BU students be allowed to directly contact principals, administrators, or teachers to request a specific preferred placement.

c. BU 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. BU Responsibilities.

- a. BU 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. Criminal Background Checks. Nothing in this Agreement is intended to or shall be construed to relieve the District of its statutory responsibility to obtain criminal background checks or to comply with the requirements of applicable state law. BU shall inform students that pursuant to Florida Statute 1012.32(2), or other applicable Florida statutes, the student must complete a Level 2 (state and national/FBI) background check at their own expense. Fingerprinting must be done as directed by the District. The District is responsible for clearing Students based upon District guidelines for clearing other interns prior to the student entering any classroom in the District or otherwise having direct contact with students of the School District. BU shall assist the School by advising its students that they will be required to obtain and submit to BU the results of a limited criminal history check prior to beginning their placement.
- 6. **Confidentiality.** BU and the District shall inform each BU student of federal and state laws governing the confidentiality of District student information, including FERPA. The parties agree that any breach of confidentiality by a BU 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 BU Students with immediate first aid for work-related injuries or illnesses, such as blood or bodily fluid exposure. Nothing contained herein shall constitute a waiver of the District's sovereign immunity as guaranteed by Florida Statute 768.28, and nothing contained herein shall serve to increase either the scope or dollar limitations of the District's monetary liability beyond that which is set forth in Florida Statute 768.28.
- 8. **Insurance.** During the term of this Agreement, BU 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, which insurance shall cover any liability for actions of BU's students while interning with the District, or other employees of BU while participating in this internship program in any manner.
- 9. **Notices.** Notices under this Agreement shall be mailed or delivered to the parties as follows:

To the District:

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

To BU:

Bradley University Attention: Credentialing Coordinator 1501 W. Bradley Avenue Peoria, Illinois 61625

- 10. **Term and Termination.** The term of this Agreement begins September 1, 2019, and ends on August 31, 2022. 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. Status of Student Teachers, Practicum Students, and Participants.

- a. The District shall provide Student Teachers, Practicum Students and Participants the same protection against liability arising in connections with their assignments in the School District as is provided for members of the School District's permanent faculty. The parties acknowledge and agree that students are not the employees or agents of either BU or the District.
- b. The District retains primary responsibility for the educational experience of its pupils and for the orderly conduct of its schools. Student Teacher, Practicum Students, and Participants shall be under the direction and control of the DISTRICT as represented by the Supervising or Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the District's schools or while acting in behalf of the District in locations other than the

premises.

BRADLEY UNIVERSITY

15. Nondiscrimination. The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX 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 *nunc pro tunc* to the date first above written.

THE SCHOOL BOARD OF CLAY

COUNTY, FLORIDA By: ___ By: Name: CAROL Y. STUDDARD Name: DR. JOBIE SKAGGS Title: Chairman Title: Interim Associate Provost Address: 1501 W. Bradley Avenue Address: 900 Walnut Street Peoria, Illinois 61625 Green Cove Springs, Florida 32043 Approved as to Form: By: Name: DR. JESSICA CLARK Title: Associate Dean J. BRUCE BICKNER Attorney for the School Board



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/25/2019

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(les) 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).

this certificate does not confer rights							equire an endorsement.	A Stat	ement on				
PRODUCER					CONTACT NAME: All Sulita								
Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008				PHONE (A/C, No, Ext): 630-438-1633 FAX (A/C, No): 630-285-4062									
				E-MAIL ADDRESS: Ali_Sulita@ajg.com									
					INSURER(S) AFFORDING COVERAGE								
				INSURER A: United Educators Ins					10020				
INSURED Deadles University					INSURER B:								
Bradley University Attn: Erin Kastberg					INSURER C:								
1501 W. Bradley Āve.					INSURER D:								
Peoria IL 61625-9989				INSURER E :									
					INSURER F:								
			NUMBER: 1600911629				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	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A X COMMERCIAL GENERAL LIABILITY			W05-59W		8/1/2019	8/1/2020		1,000,0	00				
CLAIMS-MADE X OCCUR]					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1	0,000,0	00				
X Deductible- \$75K							MED EXP (Any one person) \$ 5	,000					
							PERSONAL & ADV INJURY \$ 1	0,000,0	00				
GEN'L AGGREGATE LIMIT APPLIES PER:	l						GENERAL AGGREGATE \$3	3,000,0	00				
X POLICY PRO- LOC							PRODUCTS - COMP/OP AGG \$ 1	0,000,0	00				
OTHER:	<u> </u>						COMBINED SINGLE LIMIT &						
AUTOMOBILE LIABILITY							(Ea accident)						
ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person) \$						
AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) \$						
AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$						
	 						\$						
UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$						
EXCESS LIAB CLAIMS-MADE	4						AGGREGATE \$						
DED RETENTION \$ WORKERS COMPENSATION	┼						PER OTH-						
AND EMPLOYERS' LIABILITY						-							
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT \$						
if yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$						
DESCRIPTION OF OPERATIONS BEIOW							E.L. DISCASE - POLICY LIMIT \$						
							ļ						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance with respects to Affiliation Agreement between Clay County District Schools and Bradley University for Nursing students.													
CERTIFICATE HOLDER					CANCELLATION								
OLIVII IOATE HOLDEN					VANVELLATION								
Clay County District Schools Attn: Julie Cox 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									
Gleen Gove Opinings i L 32040					18m ()								