

APPROVED

200066

BOARD MEETING DATE:

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

CONTRACT REVIEW FORM ("CRF")

Date Submitted: 9/26/19

Contract Initiator (Name of Person Overseeing the Contract): Jamie Iannone

Telephone Number: 336 6951

School/Department Submitting Contract: Professional Development

Vendor/Contractor Name: Bradley University

Contract Title: Bradley University Teaching Affiliation Agreement

Contract Type: New Renewal Amendment Extension Date Original Contract Approved:

Contract Term: 3 yrs Renewal Option(s):

Contract Cost: ~~0~~ Payment Schedule (Monthly? Upon delivery? When finished?):

Funding Source: N/A

Purchase Requisition No.:

Strategic Plan Tie-In Explanation: Goal 5: Develop + support great educators, support personnel, + leaders.

Pre-Approved by Superintendent or Designee? Yes No

Additional Information:

SBAO RECEIVED 9/30/19

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- 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].

Approvals

Comments

Department	Approved	Denied	Comments
Purchasing Department	Approved	Denied	NO COST
Review Date: 9/27/2019	BTS		
Risk Management Department	Approved	Denied	
Review Date:			
School Board Attorney	Approved	Denied	
Review Date: 10-28-19	JTB		Approved w- changes
Information & Technology Dept.	Approved	Denied	
Review Date:			
Business Affairs Division	Approved	Denied	
Review Date:			

RECEIVED
 SEP 26 2019
 PURCHASING

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.

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.

BRADLEY UNIVERSITY

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____
Name: DR. JOBIE SKAGGS
Title: Interim Associate Provost
Address: 1501 W. Bradley Avenue
Peoria, Illinois 61625

By: _____
Name: CAROL Y. STUDDARD
Title: Chairman
Address: 900 Walnut Street
Green Cove Springs, Florida 32043

By: _____
Name: DR. JESSICA CLARK
Title: Associate Dean

Approved as to Form:

J. BRUCE BICKNER
Attorney for the School Board

