

Pending Addendum A
for Polk College

APPROVED 200019

CONTRACT REVIEW FORM ("CRF") is signed

BOARD MEETING DATE: _____

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

Date Submitted: 6/18/19

Contract Initiator (Name of Person Overseeing the Contract): Jamie Iannone Telephone Number: 336-6951

School/Department Submitting Contract: Professional Development

Vendor/Contractor Name: Polk State College

Contract Title: Polk State College Agreement

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

Contract Term: 4/1/19 - 3/31/22 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, and leaders.

Pre-Approved by Superintendent or Designee? Yes _____ No _____

Additional Information:

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].

SBAO
RECEIVED
6/20/19

see email

Approvals		Comments	
Purchasing Department	<u>BFS</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Denied	<u>Cost</u>
Review Date:	<u>6-19-19</u>		
Risk Management Department	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Denied	
Review Date:			
School Board Attorney	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Denied	<u>Addendum A has been modified,</u>
Review Date:	<u>6/24/19</u>		<u>(see underlined language in PRs</u>
Information & Technology Dept.	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Denied	<u>1, 2 & 3) To meet the objections</u>
Review Date:			<u>of Polk St College.</u>
Business Affairs Division	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Denied	<u>Good to go with modifications</u>
Review Date:			

RECEIVED

JUN 18 2019
PURCHASING

STUDENT TEACHING AFFILIATION AGREEMENT

This Student Teaching Affiliation Agreement ("Agreement") is entered into on this 17 day of May, 2019, by and between POLK STATE COLLEGE, located at 999 AVENUE H, N.E., WINTER HAVEN, FL 33881 ("PSC"), 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 PSC students ("PSC Students") may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.

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

3. **Policies Governing PSC Student Placements.**

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

c. PSC 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. **PSC Responsibilities.**

a. PSC 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.** PSC and the District shall inform each PSC 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 PSC 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 PSC Students with immediate first aid for work-related injuries or illnesses, such as blood or bodily fluid exposure.

8. **Insurance.** During the term of this Agreement, PSC 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. Jamie Iannone
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
900 Walnut Street
Green Cove Springs, Florida 32043

To PSC:

Polk State College
Attention: EPI COORDINATOR & OMBUDSMAN
999 Avenue H, N.E.
Winter Haven, FL 33881

10. **Term and Termination.** The term of this Agreement begins April 1, 2019, and ends on March 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. **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.

POLK STATE COLLEGE,

THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

By: 
Name: Angela Garcia Falconetti
Title: President
"PSC"

By: 
Name: Carol Y. Studdard
Title: Chairman
"District"

Approved as to form:

Approved as to Form:



Attorney for the School Board