

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 220039
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: 08/25/2021

Name of Contract Initiator: Jennifer Shepard

Telephone #: 904 336 6951

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: University of North Florida

Contract Title: UNF Affiliation Agreement

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: 5 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)*

RECEIVED
AUG 25 2021
PURCHASING

**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)

SBAO
RECEIVED
9/8/2021

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>B78</u> Review Date <u>9/1/2021</u>	<u>No Cost</u>
School Board Attorney <u>JB</u> Review Date <u>9/19/21</u>	<u>See change on pg 4. Addition of the word "employee" should not be an issue.</u>
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 <u>[Signature]</u> DATE: <u>9-29-21</u>

**Affiliation Agreement
Between the School Board of Clay County and
The University of North Florida**

This affiliation agreement, is made and entered into effective August 1, 2021 by and between the School District of Clay County, a body politic and corporate, with its office located at 900 Walnut Street, Green Cove Springs, FL 32043 (hereinafter referred to as the "District") and the University of North Florida Board of Trustees, a public body corporate, for the benefit of its College of Education and Human Services, with its office located at 1 UNF Drive (hereinafter referred to as the "University"). This Agreement is for the following program(s):

- Teacher Education Programs
- School Counseling Programs
- School Leadership Programs (including SOAR)
- Disability Services

Whereas, the District is the local education agency that provides public education services to compulsory aged students in Clay County, Florida; and

Whereas, the University has a teacher preparation program and other educator development programs (hereinafter referred to as the "Program(s)") that require a combination of coursework and field and clinical experiences; and

Whereas, both the District and the University desire to collaborate regarding the placement and nature field/clinical experiences of University students enrolled in appropriate educational programs to complete their field and clinical experiences in schools governed by the District;

Now Therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS

The above stated recitals are true and correct, and by this reference, are incorporated herein and made a part thereof.

2. DEFINITIONS/TERMS

For the purposes of this Agreement, the term Intern shall be defined as a student who is enrolled in the University's state-approved teacher preparation or other educational program that has been approved by rules of the State Board of Education and who is assigned by the University to a school governed by the District to perform a clinical field experience under the direction of a certified educator in the school.

3. OBLIGATIONS OF THE UNIVERSITY

- a. The University shall be responsible for the organization, administration, staffing, operating, and funding of its Programs, and the maintenance of accepted standards for its educational programs.

- b. The University shall maintain all records and report on Intern experiences in accordance with University policy and regulatory requirements.
- c. The University shall designate an individual to serve as liaison to the District.
- d. The University's liaison shall collaboratively plan with the District's designee regarding all Intern placements and the nature of the placements. No intern shall be placed in any School without the prior written consent of the District's designee. Such consent shall be on forms approved by the parties. The parties shall use a placement procedure that is agreed upon by the District and the University.
- e. The University shall assure that students selected as Interns have completed all required academic prerequisites prior to recommendation for placement with the District.
- f. The University, in collaboration with assessments provided by the directing teacher, shall assume responsibility for the overall educational experience and assessment of its Interns.
- g. The University will inform Interns they are required to obtain, at their own expense, a Level II background screening for each placement with the District. The Level II background screening shall be a condition precedent to the Intern being placed. The University acknowledges that Interns with disqualifying offenses will not be considered for placement with the District.
- h. RESPONSIBILITY TO INFORM INTERNS. The University shall inform its Interns in the Program(s) that as participants in the Program(s) they are required to:
 - (1) Comply with the policies and procedures of the District, to the extent permitted by law including the District's policies on confidentiality and disclosure of information.
 - (2) Comply with state and federal laws and regulations.
 - (3) Wear the necessary and appropriate attire while performing or receiving services under this Agreement.
 - (4) Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
 - (5) Comply with the Family Educational Rights and Privacy Act ("FERPA") regarding the confidentiality of student records.
 - (6) Acknowledge and agree that neither the University nor the District guarantees to place or maintain placement of any Program Intern under this Agreement.

4. OBLIGATIONS OF THE DISTRICT

- a. Provide the facilities, applicable personnel, services and other items necessary for the educational clinical experience, as specified herein.
- b. In collaboration with the University, determine the work location and assignment of Interns. The District will accept from the University the number of qualified students that staff, time and space permit as determined solely by the District.
- c. Encourage an atmosphere conducive to learning.
- d. Collaboratively place approved teacher Interns with certified teachers who have completed Clinical Educator Training (CET), have a minimum of three years of

successful classroom experiences and have been assessed as highly effective or effective on annual evaluations, when applicable.

- e. Cooperate with the University in enforcing University policies, procedures and regulations related to student performance and student conduct.
- f. Permit the authority responsible for accreditation of University's curriculum to inspect the Facilities, services and other items provided by the District for purposes of the education experience upon reasonable notice.
- g. Notify the University, in writing and at the earliest possible time, of any Intern whose work or conduct with students, parents or personnel is not, in the opinion of District, in accordance with acceptable procedures or standards of performance or otherwise could disrupt District's operation. District may immediately remove from the premises any Intern who poses an immediate threat or danger to personnel or to the quality of educational services, or for unprofessional behavior. In such event, said Intern's participation in the Program(s) at the school shall immediately cease, subject to being resumed only with the mutual written agreement of the District and University.
- h. District acknowledges: (a) an Intern's provision of services in the clinical or field experience will not displace District's employees or provide any immediate advantage to the site; (b) no participating Intern will be entitled to employment by the District following the internship; and (c) this internship will be without compensation to the Intern.
- i. District accepts responsibility for supervising Intern when Intern is on-site completing his or her field or clinical experience.

5. University and District Collaboration

- a. University and District agree to work together to establish and maintain a quality Program. District agrees to take an active role in suggesting education policy, curriculum, and course content.
- b. University and District agree to collaboratively work to develop mutually beneficial field/clinical experiences designed to improve student learning and the preparation of teachers. To this end the parties agree to jointly:
 - a. Establish goals and expectations for teacher candidates, school and university based clinical educators.
 - b. Co select, orient and assess school based and university clinical educators.
 - c. Develop criteria for selection of clinical educators that includes but is not limited to a minimum of three years classroom teaching experience, appropriate state certification, effective or highly effective on annual evaluations, and the state approved Clinical Educator Training.
 - d. Provide professional development opportunities to enhance the knowledge and skill set of clinical educators.
 - e. Create multiple performance evaluations and collaboratively utilize them for assessment purposes of candidates and clinical educators.
 - f. Design diverse field/clinical experiences that demonstrate a high degree of depth, breadth, and are of sufficient duration to permit candidates to develop knowledge, skills, and dispositions to become effective and positively impact student learning.

- g. Regularly meet to discuss field experiences and make suggestions about the programs that prepare candidates to be effective in their field placements.
 - h. Regularly meet to discuss field experiences and make suggestions about the impact that interns are having on PK-12 students.
 - i. Regularly meet to discuss field experiences and make suggestions about the dispositions that candidates demonstrate during their field placements.
- c. The parties acknowledge that 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 University. University agrees to provide guidance to District with respect to complying with FERPA.
 - d. Neither party shall have the power to obligate District or University resources, or commit either, to any particular action.
 - e. Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, and rules, as well as their own respective institutional rules and regulations.
 - f. The parties hereto acknowledge and agree that University and District are each a political subdivision of the State of Florida. As such the District's and/or the University'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 their respective District's Rules which are applicable to the District's and/or University's operations, commitments and/or activities, as the case may be, in furtherance of any terms specified herein.
 - g. 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.
 - h. The parties agree to keep a current written record of the specific schools where Interns are participating in the Program.

6. INSURANCE

- a. District acknowledges that the University is self-insured for worker's 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 University. Its self-insured fund is authorized pursuant to Florida Statutes. The University agrees to maintain its self-insurance fund for the duration of this Agreement.
- b. The University acknowledges that the District is self-insured for tort liability with limits of \$200,000 per claimant/\$300,000 per occurrence, as authorized pursuant to Florida Statute 768.28, with said protection being applicable to officers, servants, employees and agents while acting within the scope of their employment by the District. 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 the University or the District to be sued; or (iii) a waiver of sovereign immunity of

the University or the District beyond the waiver provided in Section 768.28, Florida Statutes.

7. INDEMNIFICATION

The University and the District agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the District or the University. Nothing herein shall be construed by the District or the University to be sued by third parties for any matter arising out of or relating to this Agreement.

8. INDEPENDENT CONTRACTOR.

The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. 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 and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Interns shall participate in the Program(s) hereunder for the sole consideration of obtaining an educational experience. No Intern or participant shall be considered an employee or volunteer of District by virtue of that Program participation.

9. MISCELLANEOUS

- a. NON-ASSIGNMENT. This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.
- b. NO THIRD-PARTY BENEFICIARIES. This Agreement is made solely for the benefit of District and University and is not intended to create rights or any cause of action in any third parties.
- c. PERFORMANCE. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder or give rise to any claim for damages.
- d. TERM/TERMINATION. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date and may be renewed for successive five (5) year periods if agreed upon in writing by the parties hereto. If either party to this Agreement wishes to terminate the Agreement early, it is understood that at least ninety (90) days prior written notice shall be given prior to the proposed termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Program(s) shall continue as necessary for the purpose of permitting Interns actually participating in the Program(s) at the time of termination to finish the Program(s) at District.
- e. APPLICABLE LAW. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any

action arising out of this Agreement shall lie exclusively in a court of competent jurisdiction located in Duval County, Florida.

- f. NONDISCRIMINATION. During this Agreement, neither party shall discriminate against any person on the basis of age, race, color, religion, gender, sexual orientation, national or ethnic origin, disability or veteran or marital status.
- g. ENTIRE AGREEMENT. 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 University nor District make any representations, warranties, covenants or undertakings of any kind, express or implied.
- h. AMENDMENTS AND MODIFICATIONS. All amendments and modifications to this Agreement shall be made by written mutual consent of both parties, which shall include the date and signatures of parties agreeing to the amendment(s) and/or modification(s).
- i. COPIES OF AGREEMENT. Copies of this Agreement shall be placed on file and be available at the University and at the District.
- j. NOTICES. All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

To District:

The School District of Clay County, Florida
900 Walnut Street
Green Cove Springs, FL 32043

To University:

Director of Educational Field Experiences, COEHS
University of North Florida
1 UNF Drive
Jacksonville, Florida, 32224

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of each party, which representatives shall be designated by the parties, in writing, promptly upon commencement of this Agreement.

(Remainder of the Page Left Blank Intentionally. Signature Page Follows Immediately.)

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the day and date first written above, and each agrees to be bound by the provisions hereof.

THE SCHOOL DISTRICT OF CLAY COUNTY, FLORIDA

BY: Mary S. Balla Date: 10/7/2021

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

DocuSigned by:
BY: JENNIFER KANE Date: 9/29/2021
33B0CE616AEF4AA...
Dean or Associate Dean
College of Education and Human Services

DocuSigned by:
BY: Marianne Jaffee Date: 9/29/2021
23D6859ADE7B4A8...
MJ Marianne Jaffee, Director of Planning
for Karen B. Patterson, Ph.D.
Provost and Vice President for Academic Affairs