

APPROVED *modified copy*
 Attached

200082
 BOARD MEETING DATE:
 12-5-19
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE
 ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

CONTRACT REVIEW FORM ("CRF")

Date Submitted: 11/7/19

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

School/Department Submitting Contract: Professional Development

Vendor/Contractor Name: Florida State University

Contract Title: FSU Student Teaching Affiliation Agreement

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


Contract Term: Through 3/31/2022 Renewal Option(s):

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

Funding Source: N/A Purchase Requisition No.: N/A

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

Pre-Approved by Superintendent or Designee? Yes No

Additional Information:  THIS IS A NO COST CONTRACT. The contract initiator is responsible for the completion of the contract to include: resolving any comments written on the Contract Review Form, Signatures and keeping the original contract on file at their location.

SBAO RECEIVED
11/12/19

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	
Purchasing Department	Approved	Denied	No Cost
Review Date: <u>11/7/2019</u>	<u>B78</u>		
Risk Management Department	Approved	Denied	
Review Date:			
School Board Attorney	Approved	Denied	Approved as modified (see attached to back)
Review Date: <u>11/12/19</u>	<u>[Signature]</u>		
Information & Technology Dept.	Approved	Denied	
Review Date:			
Business Affairs Division	Approved	Denied	
Review Date:			

RECEIVED
 NOV - 7 2019
 PURCHASING

STUDENT TEACHING AFFILIATION AGREEMENT

This Student Teaching Affiliation Agreement ("Agreement") is entered into on this _____ day of April, 2019, by and between FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, by and on behalf of the College of Social Sciences located at 600 W. College Avenue, Tallahassee, Florida 32306 (hereinafter "UNIVERSITY"), 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 UNIVERSITY students ("UNIVERSITY Students") may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.

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

3. **Procedures Governing UNIVERSITY Student Placements.**

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

c. UNIVERSITY 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. **UNIVERSITY Responsibilities.**

a. UNIVERSITY 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 or related 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. UNIVERSITY 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. UNIVERSITY shall assist the School by advising its students that they will be required to obtain and submit to UNIVERSITY the results of a limited criminal history check prior to beginning their placement.

6. **Confidentiality.** UNIVERSITY and the District shall inform each UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY 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 either the UNIVERSITY's or 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 UNIVERSITY's or the District's monetary liability beyond that which is set forth in Florida Statute 768.28.

8. **Insurance.** UNIVERSITY is a governmental entity of the State of Florida, and has tort liability coverage under the State Risk Management Trust Fund, up to the statutory liability limits prescribed in section 768.28 Florida Statutes. Students participating in this internship program shall be required to purchase and maintain professional liability insurance covering their participation in the program, with policy limits of \$1,000,000.00 (one million dollars) per occurrence, and \$3,000,000.00 (three million dollars) in the aggregate. Proof of insurance shall be provided to the District upon request.

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:

Florida State University
Attention: Dean Michael Delp, College of Human Sciences
120 Convocation Way
Tallahassee, Florida 32306

10. **Term and Termination.** The term of this Agreement begins January 1, 2020, and ends on December 31, 2020. 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 UNIVERSITY 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

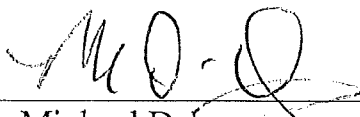
schools or while acting in behalf of the District in locations other than the premises.

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.

FLORIDA STATE UNIVERSITY

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: 
Name: Michael Delp
Title: Dean of College of Human Sciences
Address: 120 Convocation Way
Tallahassee, Florida 32306

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

Approved as to Form:
By: _____
Name:
Title:

Approved as to Form:
By: _____
J. Bruce Bickner, Esq.
Attorney for the School Board



Mercer Consumer, a service of
Mercer Health & Benefits Administration LLC
P.O. Box 14576
Des Moines, IA 50306-3576
www.proliability.com

July 25, 2019

The Students of Florida State University
1201 Atomic Way Mch
Tallahassee, FL 32306

Re: Allied Health Professional Liability
Customer Number: 559885
Policy Number: AHV-101579009
Expiration Date: 08/27/2020

Dear LeAnne Hotchkiss,

I am pleased to enclose your insurance policy through the Liberty Insurance Underwriters Inc. Please review the material carefully and take specific notice of any endorsements to the policy. These policy documents should be kept with your important papers.

Please note the important information below:

Address or Mid-Term Changes: Any change of address or request for mid-term change should be sent to the following address to assure timely receipt of future notices. All requests must be signed and dated by the policy holder. Also note that requests for mid-term changes to your coverage must be approved by an underwriter prior to binding coverage.

Mercer Consumer, a service of
Mercer Health & Benefits Administration LLC
P.O. Box 14576
Des Moines, IA 50306-3576
Fax:212-948-1509
Phone: 1-800-503-9230

If you have any questions, please contact our office Monday through Friday from 8:15 a.m. to 5:00 p.m. (CT). Thank you for the opportunity to serve your insurance needs.

Sincerely,

Mark Brostowitz
Principal
Mercer Consumer

Enclosure

Student Blanket
Renewal Submission

NOTICE

CLAIM REPORTING INSTRUCTIONS

In the event you receive notice of a Claim, Suit, **Incident** or **Occurrence**, you must provide written notice to Liberty Insurance Underwriters Inc. (LIUI). A claim must be reported to LIUI for assignment to a Claims Professional. Please follow the instructions below:

Please send written notice to:

MercerClaims@libertyiu.com

OR

Liberty International Underwriters
Attn: Mercer Claims
55 Water Street 23rd Floor
New York, NY 10041

If you would like to speak with someone regarding your Claim, Suit, **Incident** or **Occurrence**, please contact:
1-855-511-8097

Terms in bold face are defined by your policy. Please refer to your policy for relevant definitions and reporting obligations.



Student Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")
 55 Water Street, 18th Floor
 New York, NY 10041

DECLARATIONS

STUDENT PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

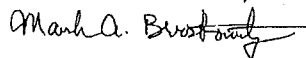
Item	Policy Number: AHV-101579009	Renewal Of: AHV-101579008
1.	Named Insured The Students Of Florida State University	
2.	MAILING ADDRESS 1201 Atomic Way Mch Tallahassee, FL 32306	
3.	Policy Period 12:01 A.M. Standard Time At	From: 08/27/2019 To: 08/27/2020
	Location of Designated Premises	
4.	The insurance afforded is only with respect to such of the following types of insurance as indicated by specific premium charge or charges:	
	<u>COVERAGE</u>	<u>PREMIUM</u>
	A. Professional Liability <input checked="" type="checkbox"/>	\$4,303.00
	B. General Liability <input type="checkbox"/>	\$0.00
	C. Endorsements <input type="checkbox"/>	0.00
	TOTAL:	\$4,303.00
5.	LIMITS OF LIABILITY	
	\$1,000,000 each Incident or Occurrence	\$3,000,000 in the Aggregate
6.	Deductible (if applicable): \$0 each Incident or Occurrence	
7.	The Named Insured is: <input type="checkbox"/> Sole Proprietor (including Individual) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other: Affiliation: Student Malpractice Blanket Liability	
8.	Business or Occupation of the Named Insured: Student	



Student Professional Liability

9.	This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s): HCPL-2025 (03/14), HCPL-8101A (04/14) HCPL-2157 (11/09), HCPL-2038 (11/09), OFAC (08/09) HCPL-2025-9000-FL (04/14), HCPL-2025-T (01/14), HCPL-8318 (01/15), HCPL-8325 (02/15), HCPL-8328 (02/15)
	REPRESENTATIVE Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576 <i>Maaha. Bradford</i> Signature (where applicable): _____

Client # 559885

MEMORANDUM OF INSURANCE				Date Issued July 25, 2019	
Producer Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576 www.proliability.com			This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.		
Insured The Students of Florida State University 1201 Atomic Way Mch Tallahassee, FL 32306			Company Affording Coverage Liberty Insurance Underwriters Inc.		
This is to certify that the Certificate listed below has 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 memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability	AHV-101579009	08/27/2019	08/27/2020	Per Occurrence	\$1,000,000
				Aggregate	\$3,000,000
General Liability				Per Occurrence	
				Aggregate	
Evidence of Insurance					
Memorandum Holder: The Students of Florida State University 1201 Atomic Way Mch Tallahassee, FL 32306			Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
			Authorized Representative  Mark Brostowitz Principal		

Healthcare Professional Liability



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. []

Effective Date: 08/27/2019

Policy Number: AHV-101579009

Issued To: The Students Of Florida State University

Return Premium \$

Additional Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED OCCUPATIONS ENDORSEMENT

The business, occupation and/or profession shown in the Declarations of this policy is amended to include the following:

Child Development and/or Family Services, 35

Psychologist, 21

Social Worker, 275

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

HCPL-8020 (Ed. 12/10)