

APPROVED

190171

CONTRACT REVIEW FORM ("CRF")

BOARD MEETING DATE:

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

Date Submitted: 4/29/19

Contract Initiator (Name of Person Overseeing the Contract): Jamie Iannone Telephone Number: 904-336-6951

School/Department Submitting Contract: Professional Development

Vendor/Contractor Name: Saint Leo University

Contract Title: Saint Leo University Agreement

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

Contract Term: 4/1/19 - 3/31/22 Renewal Option(s):

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

Funding Source: N/A Purchase Requisition No.:

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:

SBAO RECEIVED 5/3/19

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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO COST
Review Date: 4/30/19	BFS		
Risk Management Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
School Board Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 5/17/19	JTB		
Information & Technology Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			

This agreement was created by Mr. Bickner.

RECEIVED APR 30 2019 PURCHASING

STUDENT TEACHING AFFILIATION AGREEMENT

This Student Teaching Affiliation Agreement ("Agreement") is entered into on this _____ day of April, 2019, by and between SAINT LEO UNIVERSITY, INCOPORATED, located at 33701 State Road 52, Saint Leo, Florida, 33574 ("SLU"), 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 SLU students ("SLU Students") may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.

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

3. **Policies Governing SLU Student Placements.**

a. Placements for all clinical field experiences will be arranged by the designated representatives of the District in collaboration with representatives of SLU. SLU Student applications for final internship will be submitted to the District by the appropriate SLU 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

for October 15 – Submission of applications for final internships
Spring Semester

b. Under no circumstances will SLU students be allowed to contact principals, administrators, or teachers to request a specific preferred placement.

c. SLU 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. **SLU Responsibilities.**

a. SLU 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.** SLU and the District shall inform each SLU 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 SLU 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 SLU 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, SLU 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 SLU:

Saint Leo University
Attention: Chair, Education Department
33701 State Road 52
Saint Leo, Florida 33574

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.

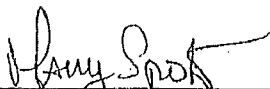
14. **Nondiscrimination.** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IS of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990 and the regulations related thereto. The parties will not 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.

**SAINT LEO UNIVERSITY,
INCORPORATED**


**THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA**

By: 
Name: Dr. Mary Spoto
Title: Vice President of Academic Affairs
"SLU"

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

Approved as to form:

Approved as to Form:


General Counsel

Attorney for the School Board



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/04/2018

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(ies) 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).

PRODUCER Aon Risk Services, Inc of Florida 7650 Courtney Campbell Causeway Suite 1000 Tampa FL 33607 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Saint Leo University Business Affairs University Campus - MC2246 P.O. Box 6665 Saint Leo FL 33574-6665 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Princeton Excess & Surp Lines Ins Co		10786
	INSURER B: FICURMA, Inc. Self-Insured Fund		0259AL
	INSURER C: Arch Insurance Company		11150
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570074074535** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0002170120000030129462018 (Self-Insured Fund)	12/01/2018	12/01/2019	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$6,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMPI/OP AGG \$6,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			0002170120000030129462018 (Self-Insured Fund)	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			N3A3FF000000712	12/01/2018	12/01/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0002170120000030129462018 (Self-Insured Fund)	12/01/2018	12/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE-EA EMPLOYEE \$500,000 E.L. DISEASE-POLICY LIMIT \$500,000
C	Excess WC			WCX005629905	12/01/2018	12/01/2019	EL EACH ACCIDENT \$2,500,000 EL DISEASE-EA EMP. \$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

Saint Leo University Business Affairs University Campus - MC2246 PO Box 6665 Saint Leo FL 33574-6665 USA	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 <i>Aon Risk Services Inc of Florida</i>
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Holder Identifier :

Certificate No : 570074074535

