

**APPROVED** *Pending Comments below Addressed*

190147

AGREEMENT / CONTRACT REVIEW FORM		WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED	
Date Submitted	3.15.2019		
Contact Name	Jamie Iannone	Telephone Number	904-336-6951
School/Department	Professional Development		
Vendor Name	Saint Joseph's University		
Contract Title	Saint Joseph's University MOU		
Contract Type	<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Extension	Date Original Contract Approved	
Prior Year's Pricing		Renewal Option(s)	
Contract Term	1 year		
Contract Cost	\$0	Funding Source	N/A
Payment Schedule (Are the payments made monthly, when task is finished, etc)			
Strategic Plan Tie-In Explanation	Goal 5: Develop and support great educators, support personnel, and leaders.		
Background/Discussion /Research/Alternatives	RECEIVED		
<b>CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED</b> If more space is needed, please attach Word document.			
X Completed Contract Review Form X Original Contract and all Terms & Conditions that apply with the Contract X SIGNED SBCC Addendum A:			
<ul style="list-style-type: none"> <li>• This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporated into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)</li> </ul>			
X Certificate of Insurance (COI) that meet these requirements:			
<ul style="list-style-type: none"> <li>• COI must list the School Board of Clay County as Additional Insured and as Certificate Holder. The insurer must be rated as A- or better.</li> <li>• General Liability = \$1,000,000 Each Occurrence &amp; \$2,000,000 General Aggregate.</li> <li>• Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).</li> <li>• Workers' Compensation = \$100,000 Minimum (If exempt from Workers' Compensation Insurance they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI).</li> </ul>			

RECEIVED  
MAR 26 2019

RECEIVED PURCHASING  
MAR 26 2019

SBAD  
RECEIVED  
4/1/19

Approvals			
Superintendent	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Review Date
Comments			
District's Attorney	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	Review Date
Comments	Note: (1) Markup Copy Attached		
Information & Technology	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Review Date
Comments	(2) Final copy attached (clean)		
Finance	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	Review Date
Comments	(3) Final needs to be executed by S.J.U. (again)		
Insurance Certificate	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Review Date
Comments	(4) Addendum "A" is already executed.		
Purchasing	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	Review Date
Comments	BFS 3/29/19 \$ Dollar Amount		

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.

②③④  
Clean  
Copy  
SJU  
Sign  
Addendum A

**AFFILIATION AGREEMENT CONCERNING PLACEMENT OF SAINT JOSEPH'S  
UNIVERSITY STUDENTS**

This Agreement is entered into by and between The School Board of Clay County, Florida, (the "School District") with an address of 900 Walnut Street, Green Cove Springs, Florida 32043 and Saint Joseph's University ("SJU") with an address of 5600 City Avenue, Philadelphia, PA 19131, and sets out the respective rights and responsibilities of the School District and SJU with regard to any SJU student who is assigned as a student teacher, practicum student or participant, as those terms are defined below, in the School District.

**1. Definitions.**

- a. "Student Teacher" shall mean a student enrolled at and assigned by SJU to teach in the School District, as part of his/her preparation for entering the teaching profession.
- b. "Practicum Student" shall mean a student enrolled at and assigned by SJU to teach for a practicum assignment in the School District as part of the requirements for an endorsement, certificate, or minor added to the basic license being sought.
- c. "Participant" shall mean a student enrolled, usually at the pre-student teaching level, at and assigned by SJU for field experiences in the School District involving a less-than-full responsibility for instruction or instruction-related activities. Terms such as observer, tutor, teacher aide, teaching assistant, etc., characterize various types of Participants.
- d. "Supervising Teacher" shall mean a teacher in the School District to whom the Student Teacher or Practicum Student is assigned and who directs the work or the activity of the student while he/she is in the School District. Only teachers who hold the Professional or Proficient License or its equivalent, and who have had at least three years successful teaching experience and/or the recommendation of a building level administrator are eligible to serve as Supervising Teachers.
- e. "Cooperating Teacher" shall mean a teacher in the School District to whom a Participant or group of Participants is assigned for pre-student teaching experiences. The School District and SJU may mutually agree that a teacher who does not hold the Professional or Proficient License or its equivalent may serve as a Cooperating Teacher.
- f. "University Supervisor" or "Special Area Supervisor" or "Course Instructor" shall mean the SJU employee who is in charge of the course of study or specific experience for which the student is assigned to the School District.

**2. Term**

The term of the Agreement shall commence on August 1, 2019 (the "Effective Date"). The Agreement shall terminate one (1) year after the Effective Date, unless otherwise terminated in accordance with the terms of this Agreement.

**3. Placement of Student Teachers, Practicum Students, and Participants.**

- a. The placement process shall be a cooperative venture involving both SJU and the School.
- b. SJU shall initiate the placement of a Student Teacher or Practicum Student by filing an application for each proposed assignment setting out the background of the student and the type of assignment appropriate. The request may be accompanied by suggested names of teachers of the School District, who would be recommended by SJU as a Supervising Teacher. The final assignment of Student Teachers and Practicum Students shall be made by the School District after consultation with the Supervising Teacher and Principal under whom the assignment will be completed.
- c. SJU may request placement of Participants for either an individual student or a group of students. The request will identify the particular student, or a composite description of the group of students to be placed in terms of background, the type of assignment requested, objectives of the assignment, and activities suggested as appropriate to the requested assignment.

**4. Representatives.**

Each party shall provide timely notice to the other party as to the name, mailing and email address, and telephone number of the representatives of each in connection with this Agreement.

**5. Calendar.**

Student Teachers and/or Practicum Students will follow the calendar of the School District and the daily schedule of the individual school in which the experience is taking place. Any proposed deviation must be approved in advance by the Supervising Teacher, the Principal (if applicable), and SJU.

**6. Professional Standards.**

Student Teachers, Practicum Students, and Participants will be advised that they are required to conform to standards of professional decorum that are consonant with prevailing standards in the school community and the education profession as a condition of the placement and its continuation.

**7. Criminal Background Checks.**

Nothing in this Agreement is intended to or shall be construed to relieve the School of its statutory responsibility to obtain criminal background checks or to comply with the requirements of applicable state law. SJU 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 SCHOOL DISTRICT. The SCHOOL DISTRICT is responsible for clearing Students based upon District guidelines for clearing other interns prior to the student entering any classroom in the SCHOOL DISTRICT or otherwise having direct contact with students of the School District. SJU shall assist the School by advising its students that they will be required to obtain and submit to SJU the results of a limited criminal history check prior to beginning their placement.

**8. Non-Discrimination.**

Neither party shall discriminate in the choice of schools, Supervising or Cooperating Teachers, or Student Teachers, Practicum Students, or Participants on the basis of race, religion, color, national origin, age, gender, sexual orientation, or disability.

**9. Student Teacher, Practicum Student, and Participant Supervision.**

Students shall be subject to the rules and regulations of the School District and under the direction and control of the Supervising or Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the School District or acting in behalf of the School District in locations other than the premises. The following points have specific reference to the various types of supervisory responsibility:

- a. The Supervising Teacher may leave the classroom with the Student Teacher or Practicum Student in charge of the class, but the Supervising Teacher shall, at all times, retain the responsibility for control of the class and the program of instruction.
- b. The Cooperating Teacher shall not leave the classroom with the Participant Student in charge of the class.
- c. Students who are not licensed shall not be used as a substitute for their Supervising or Cooperating Teacher or for any other licensed personnel. Planned exceptions to this item may be considered and authorized by the respective designated administrative personnel of the School District and SJU.
- d. Students, with the exception of certain licensed interns, may not be compensated for any responsibilities that constitute all or a part of the required field experiences program.
- e. Supervising and Cooperating Teachers shall file such reports as are prescribed by SJU.

- f. University Supervisor or other designated representative of SJU shall have access, at all reasonable times, to visit the classroom(s) to which the student is assigned for the purpose of observation and supervision.
- g. In the event that the school to which a student is assigned is subject to jurisdictional dispute between a teacher association and the School District, the student will occupy a position of neutrality which means:
  - 1. The student will immediately report any such dispute to his/her University Supervisor or Course Instructor and be guided by his/her instructions.
  - 2. The student will not report to the assigned school until such time as directed by University Supervisor or Course Instructor.
  - 3. The student will not by any overt action render support to either party to the dispute.

**10. Termination or Change of Assignments and Projects.**

Either the School District or SJU may, at any time, change or terminate the assignment of any Student Teacher, Practicum Student, or Participant or any cooperatively developed project which involves field-experience students. However, before either change or termination, all parties shall make reasonable efforts to consult with each other.

**11. Status of Student Teachers, Practicum Students, and Participants.**

- a. The School 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 SJU or the School District.
- b. School District retains primary responsibility for the educational experience of its pupils and for the orderly conduct of its school. Student Teacher, Practicum Students, and Participants shall be under the direction and control of the School District as represented by the Supervising or Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the School District or acting in behalf of the School District in locations other than the premises.

**12. Termination.**

This Agreement may be terminated either by the School District or SJU by giving the other party thirty (30) days prior written notice; provided, however, that any student Teacher, Practicum Student or Participant already placed shall be allowed to finish his/her assignment.

**13. Indemnification**

To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party, its successors, assigns, trustees, officers, employees, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees), whether known or unknown, present or future, that arise from or are connected with the negligent actions of the indemnifying party under this Agreement. This Section shall survive termination, cancellation or expiration of this Agreement. Nothing contained herein shall serve to waive the sovereign immunity of the School District or to increase either the scope or the dollar limits of the School District's maximum exposure to liability beyond those limits set forth in Florida Statute 768.28.

**14. Assignment**

The School District shall not transfer this Agreement or any interest hereunder, by operation of law or otherwise without the prior written consent of SJU.

**15. Notices.**

All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally or sent by registered or certified mail, return receipt requested, first-class postage prepaid, if to:

Saint Joseph's University  
5600 City Avenue  
Philadelphia, PA 19131  
ATTN:

with a copy to:

Office of the General Counsel  
Saint Joseph's University  
5600 City Avenue  
Philadelphia, PA 19131

and if to School:

The School Board of Clay County, Florida  
900 Walnut Street  
Green Cove Springs, Florida 32043  
Attention: Addison Davis, Superintendent

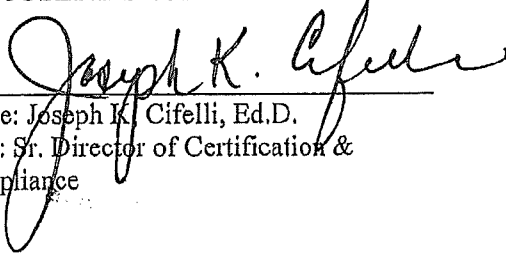
Notices will be deemed given on the date of delivery (in the case of personal delivery) or at the time of mailing (in the case of mail delivery). Either party may change its notice address by giving the other party notice of such change.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019

SCHOOL BOARD OF CLAY COUNTY:

SAINT JOSEPH'S UNIVERSITY:

By \_\_\_\_\_  
Name: Addison Davis  
Title: Superintendent of Schools

By   
Name: Joseph K. Cifelli, Ed.D.  
Title: Sr. Director of Certification & Compliance

**"ADDENDUM A"**  
**TO**  
**CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

*Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("Board") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.*

**1. INDEMNIFICATION**

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

**2. INSURANCE**

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

1. General Liability Policy:
  - \$1,000,000.00 per occurrence
  - \$2,000,000.00 aggregate
  
2. Auto Liability Policy:
  - \$1,000,000.00 combined single limit
  - \$5,000,000.00 charter or common carrier
  
3. Worker's Compensation Policy:
  - \$100,000

*Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker's Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.*

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance ("COI") shall



name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

**3. RESERVATION OF SOVEREIGN IMMUNITY**

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

**4. GOVERNING LAW AND VENUE**

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

**5. LEVEL II BACKGROUND SCREENING**

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

**6. INDEPENDENT CONTRACTOR**

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

**7. PUBLIC RECORDS**

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: [PRR@myoneclay.net](mailto:PRR@myoneclay.net)

#### **8. STUDENT RECORDS**

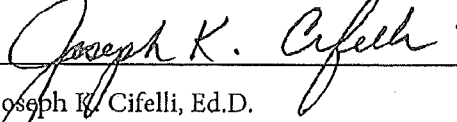
Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

**9. PAYMENT TERMS AND CONTINGENCIES**

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

*Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:*

Signature:   
Printed Name: Joseph K. Cifelli, Ed.D.  
Title: Sr. Director of Certification & Compliance  
Date: 3/14/2019



Marked Up  
Copy - Changes  
by  
Attorney

## AFFILIATION AGREEMENT CONCERNING PLACEMENT OF SAINT JOSEPH'S UNIVERSITY STUDENTS

This Agreement is entered into by and between The School Board of Clay County, Florida, (the "School District") with an address of 900 Walnut Street, Green Cove Springs, Florida 32043 and Saint Joseph's University ("SJU") with an address of 5600 City Avenue, Philadelphia, PA 19131, and sets out the respective rights and responsibilities of the School District and SJU with regard to any SJU student who is assigned as a student teacher, practicum student or participant, as those terms are defined below, in the School District.

### 1. Definitions.

- a. "Student Teacher" shall mean a student enrolled at and assigned by SJU to teach in the School District, as part of his/her preparation for entering the teaching profession.
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- e. Supervising and Cooperating Teachers shall file such reports as are prescribed by SJU.

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  - 1. The student will immediately report any such dispute to his/her University Supervisor or Course Instructor and be guided by his/her instructions.
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This Agreement may be terminated either by the School District or SJU by giving the other party thirty (30) days prior written notice; provided, however, that any student Teacher, Practicum Student or Participant already placed shall be allowed to finish his/her assignment.

**13. Indemnification**

To the extent permitted by law, ~~the School District~~ each party shall defend, indemnify and hold harmless the other party, its successors, assigns, trustees, officers, employees, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees), whether known or unknown, present or future, that arise from or are connected with the negligent actions of the indemnifying party under this Agreement. This Section shall survive termination, cancellation or expiration of this Agreement. Nothing contained herein shall serve to waive the sovereign immunity of the School District or to increase either the scope or the dollar limits of the School District's maximum exposure to liability beyond those limits set forth in Florida Statute 768.28.

**14. Assignment**

The School District shall not transfer this Agreement or any interest hereunder, by operation of law or otherwise without the prior written consent of SJU.

**15. Notices.**

All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally or sent by registered or certified mail, return receipt requested, first-class postage prepaid, if to:

Saint Joseph's University  
5600 City Avenue  
Philadelphia, PA 19131  
ATTN:

with a copy to:

Office of the General Counsel  
Saint Joseph's University  
5600 City Avenue  
Philadelphia, PA 19131

and if to School:

The School Board of Clay County, Florida  
900 Walnut Street  
Green Cove Springs, Florida 32043  
Attention: Addison Davis, Superintendent

Notices will be deemed given on the date of delivery (in the case of personal delivery) or at the time of mailing (in the case of mail delivery). Either party may change its notice address by giving the other party notice of such change.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019

**SCHOOL BOARD OF CLAY COUNTY:**

**SAINT JOSEPH'S UNIVERSITY:**

By \_\_\_\_\_  
Name: Addison Davis  
Title: Superintendent of Schools

By \_\_\_\_\_  
Name: Joseph K, Cifelli, Ed.D.  
Title: Sr. Director of Certification & Compliance

②③④

Clean  
Copy

SJU  
Sign

→  
Addendum A

## AFFILIATION AGREEMENT CONCERNING PLACEMENT OF SAINT JOSEPH'S UNIVERSITY STUDENTS

This Agreement is entered into by and between The School Board of Clay County, Florida, (the "School District") with an address of 900 Walnut Street, Green Cove Springs, Florida 32043 and Saint Joseph's University ("SJU") with an address of 5600 City Avenue, Philadelphia, PA 19131, and sets out the respective rights and responsibilities of the School District and SJU with regard to any SJU student who is assigned as a student teacher, practicum student or participant, as those terms are defined below, in the School District.

### 1. Definitions.

- a. "Student Teacher" shall mean a student enrolled at and assigned by SJU to teach in the School District, as part of his/her preparation for entering the teaching profession.
- b. "Practicum Student" shall mean a student enrolled at and assigned by SJU to teach for a practicum assignment in the School District as part of the requirements for an endorsement, certificate, or minor added to the basic license being sought.
- c. "Participant" shall mean a student enrolled, usually at the pre-student teaching level, at and assigned by SJU for field experiences in the School District involving a less-than-full responsibility for instruction or instruction-related activities. Terms such as observer, tutor, teacher aide, teaching assistant, etc., characterize various types of Participants.
- d. "Supervising Teacher" shall mean a teacher in the School District to whom the Student Teacher or Practicum Student is assigned and who directs the work or the activity of the student while he/she is in the School District. Only teachers who hold the Professional or Proficient License or its equivalent, and who have had at least three years successful teaching experience and/or the recommendation of a building level administrator are eligible to serve as Supervising Teachers.
- e. "Cooperating Teacher" shall mean a teacher in the School District to whom a Participant or group of Participants is assigned for pre-student teaching experiences. The School District and SJU may mutually agree that a teacher who does not hold the Professional or Proficient License or its equivalent may serve as a Cooperating Teacher.
- f. "University Supervisor" or "Special Area Supervisor" or "Course Instructor" shall mean the SJU employee who is in charge of the course of study or specific experience for which the student is assigned to the School District.

**2. Term**

The term of the Agreement shall commence on August 1, 2019 (the "Effective Date"). The Agreement shall terminate one (1) year after the Effective Date, unless otherwise terminated in accordance with the terms of this Agreement.

**3. Placement of Student Teachers, Practicum Students, and Participants.**

- a. The placement process shall be a cooperative venture involving both SJU and the School.
- b. SJU shall initiate the placement of a Student Teacher or Practicum Student by filing an application for each proposed assignment setting out the background of the student and the type of assignment appropriate. The request may be accompanied by suggested names of teachers of the School District, who would be recommended by SJU as a Supervising Teacher. The final assignment of Student Teachers and Practicum Students shall be made by the School District after consultation with the Supervising Teacher and Principal under whom the assignment will be completed.
- c. SJU may request placement of Participants for either an individual student or a group of students. The request will identify the particular student, or a composite description of the group of students to be placed in terms of background, the type of assignment requested, objectives of the assignment, and activities suggested as appropriate to the requested assignment.

**4. Representatives.**

Each party shall provide timely notice to the other party as to the name, mailing and email address, and telephone number of the representatives of each in connection with this Agreement.

**5. Calendar.**

Student Teachers and/or Practicum Students will follow the calendar of the School District and the daily schedule of the individual school in which the experience is taking place. Any proposed deviation must be approved in advance by the Supervising Teacher, the Principal (if applicable), and SJU.

**6. Professional Standards.**

Student Teachers, Practicum Students, and Participants will be advised that they are required to conform to standards of professional decorum that are consonant with prevailing standards in the school community and the education profession as a condition of the placement and its continuation.

**7. Criminal Background Checks.**

Nothing in this Agreement is intended to or shall be construed to relieve the School of its statutory responsibility to obtain criminal background checks or to comply with the requirements of applicable state law. SJU 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 SCHOOL DISTRICT. The SCHOOL DISTRICT is responsible for clearing Students based upon District guidelines for clearing other interns prior to the student entering any classroom in the SCHOOL DISTRICT or otherwise having direct contact with students of the School District. SJU shall assist the School by advising its students that they will be required to obtain and submit to SJU the results of a limited criminal history check prior to beginning their placement.

**8. Non-Discrimination.**

Neither party shall discriminate in the choice of schools, Supervising or Cooperating Teachers, or Student Teachers, Practicum Students, or Participants on the basis of race, religion, color, national origin, age, gender, sexual orientation, or disability.

**9. Student Teacher, Practicum Student, and Participant Supervision.**

Students shall be subject to the rules and regulations of the School District and under the direction and control of the Supervising or Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the School District or acting in behalf of the School District in locations other than the premises. The following points have specific reference to the various types of supervisory responsibility:

- a. The Supervising Teacher may leave the classroom with the Student Teacher or Practicum Student in charge of the class, but the Supervising Teacher shall, at all times, retain the responsibility for control of the class and the program of instruction.
- b. The Cooperating Teacher shall not leave the classroom with the Participant Student in charge of the class.
- c. Students who are not licensed shall not be used as a substitute for their Supervising or Cooperating Teacher or for any other licensed personnel. Planned exceptions to this item may be considered and authorized by the respective designated administrative personnel of the School District and SJU.
- d. Students, with the exception of certain licensed interns, may not be compensated for any responsibilities that constitute all or a part of the required field experiences program.
- e. Supervising and Cooperating Teachers shall file such reports as are prescribed by SJU.

- f. University Supervisor or other designated representative of SJU shall have access, at all reasonable times, to visit the classroom(s) to which the student is assigned for the purpose of observation and supervision.
- g. In the event that the school to which a student is assigned is subject to jurisdictional dispute between a teacher association and the School District, the student will occupy a position of neutrality which means:
  - 1. The student will immediately report any such dispute to his/her University Supervisor or Course Instructor and be guided by his/her instructions.
  - 2. The student will not report to the assigned school until such time as directed by University Supervisor or Course Instructor.
  - 3. The student will not by any overt action render support to either party to the dispute.

**10. Termination or Change of Assignments and Projects.**

Either the School District or SJU may, at any time, change or terminate the assignment of any Student Teacher, Practicum Student, or Participant or any cooperatively developed project which involves field experience students. However, before either change or termination, all parties shall make reasonable efforts to consult with each other.

**11. Status of Student Teachers, Practicum Students, and Participants.**

- a. The School 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 SJU or the School District.
- b. School District retains primary responsibility for the educational experience of its pupils and for the orderly conduct of its school. Student Teacher, Practicum Students, and Participants shall be under the direction and control of the School District as represented by the Supervising or Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the School District or acting in behalf of the School District in locations other than the premises.

**12. Termination.**

This Agreement may be terminated either by the School District or SJU by giving the other party thirty (30) days prior written notice; provided, however, that any student Teacher, Practicum Student or Participant already placed shall be allowed to finish his/her assignment.

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Philadelphia, PA 19131  
ATTN:

with a copy to:

Office of the General Counsel  
Saint Joseph's University  
5600 City Avenue  
Philadelphia, PA 19131

and if to School:

The School Board of Clay County, Florida  
900 Walnut Street  
Green Cove Springs, Florida 32043  
Attention: Addison Davis, Superintendent

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019

**SCHOOL BOARD OF CLAY COUNTY:**

**SAINT JOSEPH'S UNIVERSITY:**

By \_\_\_\_\_  
Name: Addison Davis  
Title: Superintendent of Schools

By \_\_\_\_\_  
Name: Joseph K, Cifelli, Ed.D.  
Title: Sr. Director of Certification &  
Compliance

Original  
Submitted for  
Review

## AFFILIATION AGREEMENT CONCERNING PLACEMENT OF SAINT JOSEPH'S UNIVERSITY STUDENTS

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- d. Students, with the exception of certain licensed interns, may not be compensated for any responsibilities that constitute all or a part of the required field experiences program.
- e. Supervising and Cooperating Teachers shall file such reports as are prescribed by SJU.
- f. University Supervisor or other designated representative of SJU shall have access, at all reasonable times, to visit the classroom(s) to which the student is assigned for the purpose of observation and supervision.
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  2. The student will not report to the assigned school until such time as directed by University Supervisor or Course Instructor.

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X

**14. Assignment**

The School shall not transfer this Agreement or any interest hereunder, by operation of law or otherwise without the prior written consent of SJU.

15. Notices.

All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally or sent by registered or certified mail, return receipt requested, first-class postage prepaid, if to:

Saint Joseph's University  
5600 City Avenue  
Philadelphia, PA 19131  
ATTN:

with a copy to:

Office of the General Counsel  
Saint Joseph's University  
5600 City Avenue  
Philadelphia, PA 19131

and if to School:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices will be deemed given on the date of delivery (in the case of personal delivery) or at the time of mailing (in the case of mail delivery). Either party may change its notice address by giving the other party notice of such change.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019

SCHOOL:

SAINT JOSEPH'S UNIVERSITY:

By \_\_\_\_\_  
Name:  
Title:

By Joseph K. Cifelli  
Name: Joseph K. Cifelli, Ed.D.  
Title: Sr. Director of Certification & Compliance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/15/2019

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).

<b>PRODUCER</b> Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797  CN101750093--GAWUP-18-19	<b>CONTACT NAME:</b> 	
	<b>PHONE (A/C, No, Ex):</b> 	<b>FAX (A/C, No):</b> 
<b>E-MAIL ADDRESS:</b> 		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> United Educators Insurance, A Reciprocal RRG		10020
<b>INSURER B:</b> Pennsylvania Manufacturers' Assoc. Insurance Comp.		12262
<b>INSURER C:</b> N/A		N/A
<b>INSURER D:</b> Pennsylvania Manufacturers Association Ins Co		12262
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-006410035-02                      **REVISION NUMBER:** 9

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b>  <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:			K15-120 Deductible - \$50,000	12/01/2018	12/01/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
B	<b>AUTOMOBILE LIABILITY</b>  <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 <input type="checkbox"/> AUTOS ONLY			1518000949701  'Comp / Collision' \$1,000 Deductible'	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	201800-76-05-08-2	12/01/2018	12/01/2019	PER STATUTE    OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Student teacher: Maureen Audley, Fleming Island High School, 2233 Village Square Pkwy, Fleming Island, FL 32003.

School Board of Clay County is included as additional insured where required by written contract with respect to general liability.

## CERTIFICATE HOLDER                      CANCELLATION

School Board of Clay County Attn: Julie Cox 900 Walnut Street Green Cove Springs, FL 32043	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	--