

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **240118**
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
3/7/2024
 WHEN BOARD APPROVAL IS REQUIRED DO
 NOT PLACE ITEM ON AGENDA UNTIL
 REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: 01/24/2024

Name of Contract Initiator: Jennifer Shepard Telephone #: 9043366951

School/Dept Submitting Contract: Professional Learning Cost Center # 9009

Vendor Name: Jacksonville University

Contract Title: Jacksonville University Affiliation Agreement

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: 3 years with option to renew in successive 3 yr periods Renewal Option(s): 3 year renewal in writing

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) - When using the Addendum A, 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)

_____ Release and Hold Harmless (If Applicable)

RECEIVED
 By Elaine at 3:05 pm, Jan 25, 2024

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department Review Date REVIEWED By Bertha Staefe at 1:36 pm, Feb 05, 2024	No Cost - No Purchasing
School Board Attorney JPS Review Date 2/16/24	Defer to Attorney: the need for SBCC Addendum A & the rest of the T&C -BFS Indemnification is in the contract. Additional T&C should not be necessary
Other Dept. as Necessary Review Date	

PENDING STATUS: YES NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS **APPROVED**
 By Elaine at 9:02 am, Feb 20, 2024

Affiliation Agreement
Between The School Board of Clay County, Florida,
and
Jacksonville University

This affiliation agreement, is made and entered into effective January 22, 2024 by and between The School Board of Clay County, Florida, a body politic and corporate, with its office located at 900 Walnut Street, Green Cove Springs, FL 32043 (hereinafter referred to as the “School Board”) and University, a private body corporate, with its office located at 2800 University Blvd. North, Jacksonville, Florida 32211 (hereinafter referred to as the “University”). This Agreement is for the following program(s):

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

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 School Board 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 financing 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 a faculty member as liaison to the School Board.
 - d. The University's liaison shall plan with the School Board's designee regarding all Intern placements. No intern shall be placed in any School without the prior written consent of the School Board'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 superintendent or his/her designee.
 - e. The University shall assure that students selected as Interns have completed all required academic prerequisites prior to recommendation for placement with the School Board.
 - f. The University shall assume responsibility for the overall educational experience and grades of its Interns, with consideration given to the assessment and evaluation provided by the directing teacher.
 - g. The University, at its own expense, shall obtain a Level II background screening for each Intern placed with the School Board. 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 School Board.
 - h. **RESPONSIBILITY TO INFORM STUDENTS.** The University shall inform its students selected as 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 School Board, to the extent permitted by law including the School Board's policies on confidentiality and disclosure of information.
 - (2) Comply with state and federal laws and regulations.
 - (3) Provide and 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 School Board guarantees to place or maintain placement of any Program student under this Agreement.
4. **Obligations of the School Board:** The School Board shall,
- a. Provide the facilities, applicable personnel, services and other items necessary for the educational clinical experience, as specified herein.

- b. Determine the work location and assignment of interns in collaboration with the University. The School Board will accept from the University the number of qualified students as Interns that staff, time and space permit as determined solely by the School Board.
- c. Encourage an atmosphere conducive to learning.
- d. Cooperate with the University in enforcing University policies and procedures related to the Interns' respective student performance and student conduct.
- e. Permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services and other items provided by the School Board for purposes of the education experience upon reasonable notice.
- f. Notify the University, in writing, of any Intern whose work or conduct with students, parents or personnel is not, in the opinion of the School Board, in accordance with acceptable procedures or standards of performance or otherwise could disrupt the School Board's operation. The School Board 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 facility shall immediately cease, subject to being resumed only with the mutual written agreement of the School Board and University.

5. PROGRAM COORDINATION.

- a. University and the School Board agree to work together to establish and maintain a quality Program. The School Board agrees to take an active role in suggesting education policy, curriculum, and course content.
- b. The parties acknowledge that many 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 the School Board with respect to complying with FERPA.
- c. Neither party shall have the power to obligate School Board or University resources, or commit either, to any particular action.
- d. 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.
- e. The parties hereto acknowledge and agree that the School Board is a political subdivision of the State of Florida. As such the School 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 the Clay County School Board's policies which are applicable to the School Board's operations, commitments and/or activities, as the case may be, in furtherance of any terms specified herein.

- f. The parties acknowledge and agree that as political subdivisions of the State of Florida, the Clay County School Board is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records.
- g. The parties agree to keep a current written record of the specific schools where Interns are actually participating in the Program.

6. INSURANCE

- a. The University will, without limiting its liability under this Agreement, procure and maintain at its sole expense during the life of this Agreement, insurance in the types and amounts provided in Exhibit A, attached hereto and incorporated by reference.
- b. The University acknowledges that the School Board is self-insured for tort liability with limits of \$100,000 per claimant/\$200,000 per occurrence, as authorized pursuant to Florida Statute 768.28, with said protection being applicable to officers, servants, and agents while acting within the scope of their employment by the School Board. The School Board agrees to maintain its self-insurance fund for the duration of this Agreement.
- c. 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 School Board to be sued; or (iii) a waiver of sovereign immunity of the School Board beyond the waiver provided in Section 768.28, Florida Statutes.

7. INDEMNIFICATION

The University, including its employees, and agents, shall indemnify and defend the School Board and its governing board, officers, agents, and employees harmless against any and all claims, demands, damages, liabilities and costs of whatsoever kind or nature arising out of claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected to the University, its employees or agents, performance or lack of performance under this agreement. It is understood and agreed that such indemnity shall survive the termination of 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 School Board 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, which consent may be withheld in such party's sole discretion.
- b. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of School Board 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 three (3) years commencing on the Effective Date and may be renewed for successive three (3) 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 the School Board.
- 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 race, color, religion, gender, 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 School Board 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 School Board.
- 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:

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 BOARD OF CLAY COUNTY

By: _____
Superintendent of Schools

Date: _____

Approved As to Form:

By: _____

Date: _____

UNIVERSITY

By: _____
Dean

Date: _____

By: _____
CFO

Date: _____

