

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **240130**
 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: 02/13/2024

Name of Contract Initiator: Jennifer Shepard Telephone #: 9043366951

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

Vendor Name: Arizona State University (ASU)

Contract Title: Arizona State University Student Placement Agreement

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: 02/01/2024-07/15/2028 Renewal Option(s):

Contract Cost: \$0

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # _____
 Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

Completed Contract Review Form

SBAO Template Contract or other Contract (NOT SIGNED by District / School)

_____ SIGNED Addendum A (if not an SBAO Template Contract) - 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 11:13 am, Feb 15, 2024

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department	No Cost
Review Date REVIEWED By Bertha Staefe at 8:54 am, Feb 16, 2024	See comments about date & District contact person
School Board Attorney JPS	Defer all other T & C to Attorney to include liability of Intern student
Review Date 3/4	Terms and conditions are acceptable in this agreement. However, it appears that there are missing page(s) to the agreement details. 4 of 4 pages
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	APPROVED By Elaine at 11:54 am, Mar 06, 2024

Agreement Details

Enter the contact information for the primary point-of-contact person for this agreement. In most cases, it is generally NOT the authorized signature, but rather the person who can provide details on the internship itself.

SPONSOR DETAILS				ASU DETAILS	
Sponsor Name:	School Board of Clay County			College/School or ASU:	Mary Lou Fulton Teachers College
Type of Agreement: <small>(check all that apply)</small>	<input checked="" type="checkbox"/> SPA	<input type="checkbox"/> Paid SPA	<input type="checkbox"/> Sponsor's Agrmt.	<input type="checkbox"/> Addendum	Program Name: Office of Professional Experiences
Agreement Term: <small>(maximum 5-year period)</small>	Start Date: MM/DD/YYYY	2/1/2024	End Date: MM/DD/YYYY	07/15/2028	Contact Name: Rhae Lynne Clawson
Street Address 1:	900 Walnut Street			TEL:	(602) 543-6311
Street Address 2:				URL:	https://education.asu.edu/student-life/office-professional-experiences
City/ST/ZIP:	Green Cove Springs <small>City</small>	FL <small>State</small>	32043 <small>ZIP</small>	DataWarrior	
Contact Name:	Ashley Gilhousen Jennifer Shepard				
Title:	Board Chair Supv / PD				
E-mail:	Ashley.Gilhousen@myoneclay.net				
TEL:	(904)336-6500 jennifer.shepard@myoneclay.net				
URL:	oneclay.net				

Provide a brief description of the educational opportunity (i.e. what the student will be doing). This description should provide readers with a solid understanding of the academic experience students will receive.

Educational Opportunity:	<p>Interns: Interns participate in a classroom under the direction of a mentor teacher who possesses a minimum of three years of teaching experience. Interns co-plan and co-teach lessons to individual students, small groups of students, and or the whole class under the direction of the intern mentor teacher.</p> <p>Teacher Candidates/Student Teachers: Teacher Candidates student teach under the direction of a certified, mentor teacher who possesses a minimum of three years of experience in the classroom. Teacher Candidates co-plan and co-teach lessons to individual student, small groups of students and the whole class under the direction of the mentor teacher.</p> <p>Principal Interns: Principal Interns participate in schools under the direction of the Mentor Principal who has a minimum of three years of full-time experience as a practicing certified principal. During the internships and under the direction of the Mentor Principal, the Principal Intern observes, participates in and leads activities, and completes assignments which allow for the Principal Intern's growth in mastering the administrative standards.</p> <p>BLE 580 Practicum: Students will complete a minimum of 45 (non-negotiable) hours across 6 weeks in a practicum setting. At least 30 hours must be in direct contact with English Language Learners (ELLs) engaging in activities directly related to learning English that are normally performed by an instructor. No more than 15 hours may be allotted for planning. Tasks should involve designing and implementing lessons and activities, researching literature related to the program, interviewing individuals (e.g., administrators, teachers, parents, students, community stakeholders, etc.) about the program, and developing materials and/or resources to meet the academic needs of the students and school.</p> <p>Educational Studies Student-Interns : Students complete internships (approximately 85 hours each semester) during which they support learners and the learning environment. Students will study the Human-Centered Design Thinking process in class and need to apply these lessons during internships that link programmatic learning with personal educational interests. Mutually beneficial experiences in culturally and socially diverse educational settings will help students gain an understanding of the internship site's work, mission and audience, and expand the student's vision for a future career by observing, actively participating, evaluating, and reflecting on their internship experience.</p> <p>Early Childhood Educational Studies - The Early Childhood Education/Studies program provides students with experience in collaborative and reflective practice, develops leadership and critical thinking, and hones communication skills needed for working with children up to age five. Students of this Early Childhood Education online program must be working or volunteering in an early-childhood setting to successfully complete the program. This does not lead to teacher certification, by earning a bachelor's degree, students will advance their skills and gain the</p>
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STUDENT PLACEMENT AGREEMENT

This Student Placement Agreement (“Agreement”) is entered into between the **ARIZONA BOARD OF REGENTS** for and on behalf of **ARIZONA STATE UNIVERSITY** (the “University”) and the “Facility” as of the “Start Date.”

Start Date: 2/1/2024

End Date: 7/15/2028

FACILITY: School Board of Clay County
900 Walnut Street
Green Cove Springs FL 32043

UNIVERSITY: Arizona State University
1050 S Forest Mall
Tempe AZ 85287

Signed: _____
Printed: Ashley Gilhousen
Title: SBCC Board Chair

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

1. DURATION

The duration, or term, of this Agreement shall be for the designated number of years and months as agreed upon below, not to exceed five (5) years, commencing on the Start Date. This Agreement may be renewed by written agreement of the parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

Start Date: 2/1/2024

End Date: 7/15/2028

Notwithstanding the above, either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party, except that to the extent a student is currently participating in an educational experience contemplated by this Agreement at the time of receipt of the termination notice, the parties shall comply with such applicable provisions in the Agreement to allow such student to complete the educational experience provided such completion does not extend beyond one hundred twenty (120) days from the date of receipt of such notice. The parties may revise or modify this Agreement only by a written amendment signed by both parties

2. GENERAL TERMS

- 2.1. The purpose of this Agreement is to establish a relationship between the University and the Facility to enable an educational experience for students at Facility's site that may qualify for University academic credit as determined by University.
- 2.2. The University and the Facility will agree on a schedule for student participation at the Facility.
- 2.3. The student's participation should complement the service and educational activities of the Facility. The student will be under the supervision of a Facility employee.
- 2.4. Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility.
- 2.5. Either the Facility or the University may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance.
- 2.6. Neither the University nor the Facility is obligated to provide for the student's transportation to and from the Facility or for health insurance for the student.
- 2.7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program and review this Agreement.
- 2.8. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
- 2.9. Each student must adhere to the Facility's established dress and performance standards.

3. FACILITY'S OBLIGATIONS

- 3.1. Facility agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of University students participating under this Agreement.
- 3.2. The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.
- 3.3. The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. University students are not deemed to be employees of Facility by virtue of this Agreement. Upon written request, Facility will furnish University with proper certificates of insurance evidencing compliance with this section.
- 3.4. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility or the Facility's employees and agents.

4. UNIVERSITY'S OBLIGATIONS

4.1. The University will provide an administrative framework, including designating a University faculty or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students.

4.2. The University will be responsible for developing and carrying out procedures for student selection and admission.

4.3. The University is responsible for the negligent acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement, except as provided for in Arizona law, including Arizona Revised Statutes ([ARS](#)) [ARS §12-820.05](#) and [41-621\(L\)](#). The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents. Upon written request, University will furnish Facility with reasonable documentation evidencing compliance with this section.

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

5.1. **Nondiscrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

5.2. **Conflict of Interest.** If within 3 years after the execution of this Agreement, Facility hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes ([ARS](#)) § 38-511.

5.3. **Arbitration in Superior Court.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133. ARS § 12-1518 requires this provision in all ASU contracts.

5.4. **Records.** To the extent required by ARS § 35-214, the non-ASU parties to this Agreement (jointly and severally, Facility) will retain all records relating to this Agreement. Facility will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Facility.

5.5. **Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Facility and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

5.6. Privacy; Educational Records. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ([FERPA](#)). Facility will not require any ASU students or employees to waive any privacy rights (including under FERPA or the European Union's General Data Protection Regulation ([GDPR](#))) as a condition for receipt of any educational services, and any attempt to do so will be void. Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Agreement contains a scope of work or other provision that requires or permits Facility to access or release any student records, then, for purposes of this Agreement only, ASU designates Facility as a "school official" for ASU under FERPA, as that term is used in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records made by Facility or any Facility Parties must comply with ASU's definition of legitimate educational purpose in [SSM 107-01: Release of Student Information](#). If Facility violates the terms of this section, Facility will immediately provide notice of the violation to ASU.

5.7. Advertising, Publicity, Names and Marks. Facility will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU ([ASU Marks](#)) for any reason, including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

5.8. Title IX. Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. [ASU's Title IX Guidance](#) is available online. Facility will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Facility Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Facility Parties comply with ASU's Title IX Guidance.

6. MISCELLANEOUS

6.1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.2. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

6.3. The individual signing on behalf of Facility hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Facility and that this Agreement is binding upon Facility in accordance with its terms.

6.4. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Certificate of Insurance

**This is to certify that the State of Arizona and
Arizona State University**

**1130 E. University Drive
Tempe, Arizona 85281**

are covered parties for the following coverages:

This certifies that the State of Arizona maintains for all its departments, agencies, boards, commissions and employees, insurance and self-insurance of the types and amounts specified below in accordance with Arizona Revised Statutes §41-621 and §41-622.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It neither affirmatively nor negatively amends, extends, nor alters the coverage afforded by Arizona Revised Statutes.

This certificate is issued by: Arizona Department of Administration, Risk Management Department, 100 North 15th Avenue, Phoenix, Arizona 85007 (602) 542-2182.

Coverage	Effective Date	Expiration Date	Limits of Coverage
Commercial General Liability Including: 1 Premises/Operations Liability 2 Products and Completed Operations 3 Blanket Contractual 4 Personal Injury 5 Broad Form Property Damage	1/24/2023	1/24/2025	Bodily Injury and Property Damage Combined Single Limit \$1,000,000/\$2,000,000 aggregate
Commercial Auto Liability Including: 1 Owned Vehicles 2 Non-owned Vehicles 3 Hired Vehicles	1/24/2023	1/24/2025	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 CSL
Workers' Compensation	1/24/2023	1/24/2025	Statutory
Professional Liability	1/24/2023	1/24/2025	\$1,000,000
All Risk Real Property: Replacement Cost			
All Risk Personal Property: Actual Cash Value			
Other:			

Description of Event/Property/Contract:

Master certificate of Insurance

Location:

N/A

Special Provisions:

Insurance requirements were communicated to ASU. This is what they are able to provide.

Certificate Holder:

Attn: Insurance Representative
 Master Certificate
 N/A
 N/A, Arizona N/A

This certificate supersedes any previously issued certificates.

Date:

1/24/2023



RM Claims Manager