

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 250008  
 Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:  
  
 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: 6-24-24

Name of Contract Initiator: Tabbatha Johns (JShepard) Telephone #: 904-336-6937

School/Dept Submitting Contract: Climate & Culture Cost Center # 9009

Vendor Name: Florida State University

Contract Title: Exhibit A Addendum

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # 210063

Contract Term: 11/22/2021 - 11/21/2026 Renewal Option(s): May be renewed for 3 year periods 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 12:31 pm, Jul 02, 2024

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department  <div style="border: 1px solid black; padding: 2px; display: inline-block;"><b>REVIEWED</b> By Bertha Staefe at 11:31 am, Jul 09, 2024</div>	No Cost <hr/> <hr/> <hr/>
School Board Attorney JPS Review Date 7/10	Approved. <hr/> <hr/> <hr/>
Other Dept. as Necessary  Review Date	<hr/> <hr/> <hr/>

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

FINAL STATUS **APPROVED**  
By Elaine at 4:14 pm, Jul 11, 2024



# CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o \_\_\_\_\_ (insert the school or department name)" where o/b/o means "on behalf of".

**All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.**

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

**Step 1:** Contract Initiator and Vendor prepare draft contract  
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

**Step 2:** Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

**For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:**  
Initiator submits Contract Review Package to Purchasing Department - See Step 3

**For Contracts using Internal Funds Individual to each School:**  
Initiator submits Contract Review Package direct to SBAO - See Step 4

**IMPORTANT**

**Step 3:** If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

**Step 4:** If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.  
Email: [contractreview@myoneclay.net](mailto:contractreview@myoneclay.net)  
The SBAO will begin the contract review process and return it directly to Initiator

**Step 5:** The Initiator is responsible for finalizing the Contract which includes:  
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.  
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.  
**Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.**

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507  
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745  
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

**EXHIBIT A**

**ADDENDUM**

This Addendum is entered into between the School Board of Clay County, Florida (“School Board”) and the Florida State University College of Education, Health, and Human Sciences (previously known as the Florida State University College of Education) (“University”).

Whereas the School Board and the University entered into an Affiliation Agreement dated November 22, 2021; and

Whereas the School Board and the University desire to amend certain provisions of that Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Terms will be amended as follows:

1. The Affiliation Agreement shall be amended to include students in the School Counseling Program at Florida State University, in addition to the existing Education programs listed on Pg. 1 of the Affiliation Agreement.
2. All other terms of the Affiliation Agreement are to remain in effect.

Dated effective this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

THE FLORIDA STATE UNIVERSITY BOARD  
OF TRUSTEES, A PUBLIC BODY CORPORATE  
OF THE STATE OF FLORIDA, ACTING FOR  
AND ON BEHALF OF FLORIDA STATE  
UNIVERSITY COLLEGE OF EDUCATION,  
HEALTH, AND HUMAN SCIENCES

THE SCHOOL BOARD OF CLAY COUNTY, FL

By: \_\_\_\_\_  
Marcy P. Driscoll  
Associate Dean for Academic Services

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 210063  
Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED  
 Must Have Board Approval over \$100,00.00

Date Submitted: 11/18/2020

Name of Contract Initiator: Jennifer Shepard

Telephone #: 904-336-6951

School/Dept Submitting Contract: Professional Development

Cost Center # 9009

Vendor Name: Florida State University

*(Call of Ed. Intern Placement)*

Contract Title: FSU Affiliation Agreement

Contract Type: New  Renewal  Amendment  Extension

Previous Year Contract # *Similar to 200082*

Contract Term: 5 Years 11/22/2021 - 11/21/2026

Renewal Option(s): May be renewed for up to 3 years

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)\*

*\*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)

COVID-19 Waiver (If Applicable)

Release and Hold Harmless (If Applicable)

RECEIVED

NOV 19 2020

PURCHASING

RECEIVED  
11/23/20  
SBAO

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <i>BYS</i> Review Date <i>11/20/2020</i>	<i>No Cost</i>
School Board Attorney <i>JB</i> Review Date <i>12/8/20</i>	<i>COVID waivers signed by interns? waiver attached for reference</i>
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	<input checked="" type="checkbox"/> <b>APPROVED</b> DATE: <i>12-10-20</i>



**AFFILIATION AGREEMENT BETWEEN  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,  
AND FLORIDA STATE UNIVERSITY COLLEGE OF EDUCATION**

This affiliation Agreement is made and entered into effective November 22, 2021, by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, a body politic and corporate, with its offices located at 900 Walnut Street, Green Cove Springs, Florida, 32043 (hereinafter referred to as the "SCHOOL BOARD"), and the Florida State University Board of Trustees, a public body corporate of the State of Florida, acting on behalf of the FLORIDA STATE UNIVERSITY COLLEGE OF EDUCATION, located at 1114 West Call Street, Tallahassee, Florida 32306-4450 (hereinafter referred to as the "UNIVERSITY"). This Agreement is for the following programs(s):

- \* EDUCATION – Art, Early Childhood, Educational Leadership, Elementary, English (Language Arts), English for Speakers of Other Languages, Exceptional Student Education, Foreign Languages, Mathematics, Music, School Psychology, Science, Social Science, Visual Disabilities.

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 an Elementary Education program and other 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 education 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 Elementary, Music 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 Program(s), and the maintenance of accepted standards for its educational programs.

b. The UNIVERSITY shall maintain all records and reports 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 shall notify the student of the requirement to obtain a Level II background screening as directed by the SCHOOL BOARD. The Level II background screening expense shall be borne by the student. 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 student: The UNIVERSITY shall inform its students 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 <sup>(ensure)</sup> 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 that staff, time, and space permit as determined solely by the SCHOOL BOARD.

c. Encourage an atmosphere conducive to learning.

d. Place approved teacher Interns with certified teachers who have completed Clinical Educator Training (CET), have a minimum of three years of successful classroom experiences, and who demonstrate effective classroom management.

e. Place approved school psychology Interns with certified school psychologists who have completed CET and have a minimum of three years of successful experience as school psychologists.

f. Cooperate with the UNIVERSITY in enforcing UNIVERSITY policies and procedures related to student performance and student conduct.

g. 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.

h. Notify the UNIVERSITY, in writing, of any Intern whose work or conduct with students, parents, or personnel is not, in the opinion 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 student who poses an immediate threat or danger to personnel or to the quality of educational



services or for unprofessional behavior. In such event, said student's participation in the Program(s) at the school shall immediately cease, subject to being resumed only with the mutual agreement of the SCHOOL BOARD and UNIVERSITY.

5. PROGRAM COORDINATION

a. The 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 FERPA and that student permission must be obtained before releasing specific student data to anyone other than the 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 the 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 BOARD'S 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 their respective Board's rules which are applicable to the SCHOOL BOARD'S and/or UNIVERSITY'S operations, commitments and/or activities, as the case may be, in furtherance of any terms specified herein.

f. Both parties acknowledge and agree that as a political subdivision of the State of Florida, SCHOOL BOARD is subject to the provisions of Chapter 119, *Florida Statutes*, regarding public access to records, which records would include all communications and agreements with UNIVERSITY.

g. The parties agree to keep a current written record of the specific schools where students are actually participating in the Program(s).

6. INSURANCE

a. UNIVERSITY is a public body corporate of the State of Florida and its agents and employees, but not its students, are thereby covered for negligence and tort claims by state risk management / self-insurance program(s) arising out of their agency and/or employment pursuant to Florida law and subject to the limitations and partial waiver of sovereign immunity set forth in section

768.28, *Florida Statutes*. The coverage provides, *inter alia*, a limited waiver of sovereign immunity in the amount of \$200,000 per person and \$300,000 per occurrence, and that without admission of additional liability, excess claims may be brought to the attention of the State Legislature for consideration of payment at the discretion of the Legislature. Further, UNIVERSITY shall strongly encourage, but not mandate, that its Student Interns obtain and maintain individual educator liability insurance. The SCHOOL BOARD "shall notify the Intern electronically or in writing of the availability of educator liability insurance under section 1012.75," pursuant to section 1012.39(3), *Florida Statutes*. 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) *giving* consent of the UNIVERSITY or the SCHOOL BOARD to be sued; or (iii) a waiver of sovereign immunity of the UNIVERSITY or the SCHOOL BOARD beyond the waiver provided in §768.28, *Florida Statutes*.

- b. UNIVERSITY acknowledges that the SCHOOL BOARD is self insured for tort liability with limits of **\$200,000** per claimant/**\$300,000** per occurrence, as authorized pursuant to §768.28, *Florida Statutes*, with said protection being applicable to officers, servants, and agents while acting within the scope of their employment by the SCHOOL BOARD. 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) *giving* consent of the UNIVERSITY or the SCHOOL BOARD to be sued; or (iii) a waiver of sovereign immunity of the UNIVERSITY or the SCHOOL BOARD beyond the waiver provided in §768.28, *Florida Statutes*.

7. INDEMNIFICATION.

- a. SCHOOL BOARD agrees to be fully responsible for its own acts of negligence, and it's respective agents' acts of negligence, when acting within the scope of their employment, and agrees to be liable for any damages resulting from said negligence subject to the limitations and defenses provided by §768.28, *Florida Statutes*. Nothing herein is intended to serve as a waiver of sovereign immunity of the SCHOOL BOARD. Nothing herein shall be construed by the SCHOOL BOARD as consent to be sued by third parties for any matter arising out of or relating to this Agreement.
- b. UNIVERSITY is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements. In recognition thereof, UNIVERSITY agrees to be fully responsible for its own acts of negligence, and it's respective agents' acts of negligence, when acting within the scope of their employment, and agrees to be liable for any damages resulting from said negligence subject to the



limitations and defenses provided by §768.28, *Florida Statutes*. Nothing herein is intended to serve as a waiver of sovereign immunity of the UNIVERSITY. Nothing herein shall be construed by the UNIVERSITY as consent to be sued by third parties for any matter arising out of or relating to 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 the 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.

b. NO THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the SCHOOL BOARD and the 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 five (5) years commencing on the effective date and may be renewed for successive three (3) year periods if agreed upon in writing by the parties herein. 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 students 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.

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 the SCHOOL BOARD.

j. **NOTICES.** All notices under this Agreement shall be in writing and delivered by personal delivery or United States Mail, certified, return receipt requested. Such notices shall be delivered to the following:

**The School Board of Clay County, Florida  
900 Walnut Street  
Green Cove Springs, Florida 32043**

**Florida State Univ. College of Education  
1114 West Call Street  
Tallahassee, Florida 32306-4450**

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.

[The remainder of the page is 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,  
FLORIDA**

Date: 11/17/2021

By Mary Bolla  
Mary Bolla, Chairman  
900 Walnut Street  
Green Cove Springs, Florida 32043

**ATTEST:**

By David Broskie  
David Broskie  
Superintendent of Schools

**FLORIDA STATE UNIV. COLLEGE OF EDUCATION**

Date: 11/17/2020 | 3:16 PM EST

DocuSigned by:  
By Amy Guerette  
Amy Guerette  
Associate Dean, College of Education  
Acting for and on behalf of FSU Board of Trustees  
1114 West Call Street  
Tallahassee, Florida 32306-4450

**ATTEST:**

DocuSigned by:  
By Meredith Higgins  
Meredith Higgins  
Director of Student Teaching, College of Education  
Acting for and on behalf of FSU Board of Trustees

**“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**

Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and



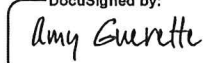
acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043. To the extent that the District is using federal funds as a source of payment for this Agreement, Contractor shall execute and deliver to the District the following forms: (a) Regulatory Compliance Statement; (b) Certification Regarding Non-Discrimination; (c) Certification Regarding Lobbying; (d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (e) Certification Regarding Drug-Free Workplace Requirements; and (f) Non-Collusion Affidavit.

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. Either party may terminate this contract with or without cause and without penalty or further payment by providing the other party sixty (60) days' written notice.

**10. FORCE MAJEURE**

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

***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:***

DocuSigned by:  
Signature:   
DBF085962AA94DD...

Printed Name: Amy Guerette

Title: Associate Dean for Academic Affairs

Date: 11/17/2020 | 3:16 PM EST





**Masks are Mandatory and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, ETC. conducting business on our property.**

**COVID-19 WAIVER**

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION**

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and; (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Participant/Vendor/Volunteer/Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Name of each minor child for whom this Release applies, **if applicable:**

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

**FORCE MAJEURE, if applicable to an existing written Agreement:** Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.