

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 250013
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
8/1/2024
 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: 07/10/2024

Name of Contract Initiator: Jennifer Shepard Telephone #: 904 336 6966

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

Vendor Name: St Petersburg College

Contract Title: St Petersburg College Student Teaching Affiliation Agreement

Contract Type: New Renewal Amendment Extension Previous Year Contract # 220075

Contract Term: 08/01/2024-07/31/2029 Renewal Option(s): N/A

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 8:31 am, Jul 10, 2024

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department REVIEWED By Bertha Staefe at 11:36 am, Jul 29, 2024	No Cost _____ _____ _____
School Board Attorney JPS Review Date 7/11	Other gov't organization. approved _____ _____
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 4:49 pm, Jul 11, 2024

STUDENT TEACHING AFFILIATION AGREEMENT

St. Petersburg College, College of Education

And

School District of Clay County of Florida

This Student Teaching Affiliation Agreement (“Agreement”) is entered into on this ___ day of _____, 2024, by and between THE BOARD OF TRUSTEES, ST. PETERSBURG COLLEGE, whose mailing address is PO Box 13489, St. Petersburg, Florida 33733 (“SPC”), and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, located at 900 Walnut Street, Green Cove Springs, Florida, 32043 (“the District”).

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which SPC students (“SPC Students”) may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.

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

3. **Policies Governing SPC Student Placements.**

a. Placements for all clinical field experiences will be arranged by the designated representatives of the District in collaboration with representatives of SPC. SPC Student applications for final internship will be submitted to the District by the appropriate SPC representative according to the following dates or as otherwise agreed upon by the parties:

April 15 - Submission of applications for final internships for Fall Semester

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

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

c. SPC student applicants for college practicums or final internships cannot be placed in a school in which the applicant has a relative who is an employee or a student.

4. **SPC Responsibilities.**

a. SPC will provide a university supervisor for each practicum student or final intern placed in a District school. Each university supervisor will meet the minimum qualifications set forth by the Florida Department of Education which presently include the following:

- i. Three or more years of K-12 Teaching Experience
 - ii. Evidence of Clinical Educator Training or commensurate clinical training
 - iii. A master's degree or higher in an appropriate educational field.
- b. SPC supervisors will observe, evaluate, support, and provide feedback to SPC Students in field placements.
- c. SPC will provide to each cooperating teacher a packet of materials and information regarding policies, expectations, and responsibilities of practicum students and final internships.
- d. SPC will provide SPC Students with a field experience orientation in which they will be informed that they must a) abide by the policies, rules, and regulations of the placement school, b) follow the principles in the Educator's Code of Ethics and Principles of Professional Conduct, and c) recognize the confidential nature of information regarding K-12 students and their records.
- e. SPC will ensure that SPC Students placed in a District clinical field experience shall, at each SPC Student's own expense, submit to and pass a fingerprint-based background check as required by Florida Statutes prior to any direct contact with District students under this Agreement and prior to entering District school grounds when students are present.

5. District Responsibilities.

- a. In accordance with applicable Florida Statutes, District cooperating teachers who work with pre-service teachers in practicum or final internship field placements must meet the minimum qualification set forth by the Florida Department of Education, which presently include the following:
- i. have three years of K-12 teaching experience
 - ii. have a valid teaching certificate in the assigned teaching area
 - iii. have evidence of Clinical Educator Training
 - i. demonstrate effective classroom management strategies
 - ii. have a certification or endorsement in Reading.
- b. The District school will make available to the practicum student or final intern the instructional materials required in the classroom in which he/she has been assigned.

c. The District school will provide appropriate orientation for the practicum student or final intern in regard to policies, rules, and regulations for the assigned school and classroom.

d. The District school will provide the practicum student or final intern appropriate feedback, timely evaluations, and scheduled meetings to discuss performance.

6. **Confidentiality.** SPC and the District shall inform each SPC student of federal and state laws governing the confidentiality of District student information, including FERPA. The parties agree that any breach of confidentiality by an SPC Student shall be grounds for immediate termination of the student's clinical experience.

7. **Indemnification and Hold Harmless.** Neither party shall be responsible to the other for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide SPC Students with immediate first aid for work-related injuries or illnesses, such as blood or bodily fluid exposure. **Notwithstanding the foregoing, any indemnification or hold harmless by either party shall be limited to the extent permitted by Florida Law, 768.28, and shall not be construed as a waiver of either party's sovereign immunity under law.**

8. **Insurance.** During the term of this Agreement, SPC shall maintain in full force and effect professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

9. **Notices.** Notices under this Agreement shall be mailed or delivered to the parties as follows:

To the District:

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
900 Walnut Street
Green Cove Springs, Florida 32043
Attn: _____

To SPC:

St. Petersburg College
PO Box 13489
St. Petersburg, Florida 33733
Attn: Dean Heather Duncan, College of Education

With copy to the General Counsel's Office,
Attn: conza.mia@spcollege.edu

10. **Term and Termination.** The term of this Agreement begins August 1, 2024 and ends on July 31, 2029. Either party may, either with or without cause, upon thirty (30) days' written notice to the other party, terminate this Agreement. Terminating this Agreement as set forth herein shall not operate to interrupt the progress of any student who has been assigned to a teaching internship, practicum or observation. A student who is assigned to any student teaching or practicum pursuant to this contract shall be allowed to complete their assignment.

11. **Assignment.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.

12. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all parties.

13. **Partnership/Joint Venture/Employment.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

14. **Nondiscrimination.** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IS of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual, including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

15. District shall investigate and take appropriate prompt and effective remedial action to address complaints that a Student is being subjected to unlawful harassment or discrimination by District employees, agents, visitors or other Students during the program with District pursuant to this Agreement.

16. District will cooperate fully with SPC and its administration, employees, or counsel in the investigation and defense of any claims against SPC in any way arising out of or connected with SPC's affiliation with District pursuant to this Agreement.

17. The parties acknowledge that this Agreement is subject to Florida's public record law, Chapter 119, Florida Statutes and that each party must comply with the requirements of Section 119.0701, Florida Statutes.

IN WITNESS **THEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

**THE BOARD OF TRUSTEES OF
ST. PETERSBURG COLLEGE**

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

By: _____

By: _____

Name: _____

Name: Ashley Gilhousen

Title: _____

Title: Chair

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 200 S Orange Avenue Orlando FL 32801	CONTACT NAME: PHONE (A/C. No. Ext): 407-370-2320		FAX (A/C. No.): 407-370-3057
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: American Casualty Company of Reading, PA			A 20427
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED
 Students of the Allied Health Sciences Courses of the Participating Colleges of the FCSRMC Management Consortium 4500 NW 27th Ave, Ste B2 Gainesville FL 32606

COVERAGES

CERTIFICATE NUMBER: 1208089568

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Student Professional Liability			0127291333	3/1/2024	3/1/2025	Each Claim \$2,000,000 Aggregate \$5,000,000	

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

St. Petersburg College Student Clinical Experience. Coverage includes College Faculty Members for instruction/supervision only.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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