

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

Contract # **250079**  
 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: **9-11-2024**

Name of Contract Initiator: **Tabbatha Johns** Telephone #: **904-336-6937**

School/Dept Submitting Contract: **Clinic + Culture** Cost Center # **9009**

Vendor Name: **Florida Gulf Coast University**

Contract Title: **Affiliation Agreement**

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract #

Contract Term: **until terminated by one or both parties** 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 Georgia at 8:33 am, Oct 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: 5px; width: fit-content;"> <b>REVIEWED</b>                          By Bertha Staefe at 8:45 am, Oct 08, 2024                     </div>	No Cost <hr/> <hr/>
School Board Attorney <b>JPS</b> Review Date <b>10/08/24</b>	Approved. <hr/> <hr/>
Other Dept. as Necessary  Review Date	<hr/> <hr/>
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<div style="border: 1px solid black; padding: 10px; text-align: center;"> <b>APPROVED</b>                          By Elaine at 12:21 pm, Oct 28, 2024                     </div>

# 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. Email: [district9056@myoneclay.net](mailto:district9056@myoneclay.net). 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 save a digital 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

**Florida Gulf Coast University  
School Counseling  
Affiliation Agreement**

This Agreement is made and entered into between the Florida Gulf Coast University Board of Trustees on behalf of its College of Education, (hereinafter FGCU) and Clay County District Schools, (hereinafter DISTRICT).

Whereas, FGCU wishes to provide a practical training experience for its School Counseling students, and, whereas, DISTRICT wishes to become a placement site for said students, the parties agree as follows:

- I. DISTRICT agrees to provide on-site field placements for FGCU students.
- II. FGCU and DISTRICT shall share responsibility for the supervision and coordination of the placement experiences and their content. The number of students, specific dates/times, and training activities will be established and agreed to by both parties in advance of the training period.
- III. FGCU students and faculty will be directed to comply with the published policies and practices of DISTRICT with regards to eligibility requirements for students, client services, dress codes, written personnel standards, hours of operation, and use of facilities and equipment.
- IV. FGCU as a public body corporate of the state of Florida is self-funded for liability insurance pursuant to Chapter 284, Florida Statutes, and to the limits provided for in section 768.28, Florida Statutes, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by DISTRICT. School Counseling students shall provide to facility evidence of professional liability insurance.
- V. FGCU will provide a liaison to coordinate placement activities of School Counseling students with DISTRICT.
- VI. DISTRICT will be responsible for coordinating with the student any required criminal background checks.
- VII. FGCU School Counseling students are considered "volunteers" in schools for purposes of any applicable school insurance except in cases where students are actually employed by the school.
- VIII. DISTRICT has the right to terminate any School Counseling student whose conduct or field performance is not in accordance with DISTRICT policies and standards. Similarly, FGCU may withdraw any School Counseling student whose progress, conduct, or performance does not meet with FGCU's standards and requirements. In

addition, FGCU may withdraw School Counseling students from schools where the standards and requirements are not being met for any reason.

IX. DISTRICT and FGCU may modify this Agreement by written amendment executed by authorized representatives of the parties.

X. NOTICES

All notices and all other matters pertaining to this Agreement requiring delivery to a party shall be in writing at the following addresses:

AGENCY

FGCU

Authorized  
Representative: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dr. Diana Cheshire  
Dean, College of Education  
Florida Gulf Coast University  
10501 FGCU Boulevard South  
Fort Myers, Florida 33965-6565

This Agreement will continue in effect unless or until one of the parties notifies the other in writing of termination.

This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the state of Florida, and the administrative rules of the FGCU and the FGCU Board of Trustees.

In witness whereof, FGCU and AGENCY have caused this agreement to be executed by their authorized representatives:

On Behalf of  
DISTRICT

On Behalf of FLORIDA GULF  
COAST UNIVERSITY BOARD OF  
TRUSTEES

\_\_\_\_\_  
Authorized Representative  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Diana Cheshire, Dean  
Date: \_\_\_\_\_

Approved as to  
Form and Legality  
  
Lisa Jones  
Associate General Counsel  
Florida Gulf Coast University