

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 250156

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: 03/18/2025

Name of Contract Initiator: Jennifer Shepard

Telephone #: 9043366951

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: Valencia College

Contract Title: Valencia College MOU

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #

Contract Term: 3 Years 5/1/25 - 5/1/28

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 12:26 pm, Mar 18, 2025

** AREA BELOW FOR DISTRICT PERSONNEL ONLY **

CONTRACT REVIEWED BY:		COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department		No Cost
<div> REVIEWED By Bertha Staefe at 8:07 am, Mar 19, 2025 </div>		
School Board Attorney	JPS 3/19	COI doesn't meet District requirements so defer to Attorney. Because this is exempt from ins. requirements un FL Stat., insurance cannot be mandated; approved memo of understanding.
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		<div> TENTATIVELY APPROVED </div> <div> Pending Signatures </div>

SERVICE LEARNING MEMORANDUM OF UNDERSTANDING

COMMUNITY PARTNER/ORGANIZATION:

School Board of Clay County

COMMUNITY PARTNER/ORGANIZATION ADDRESS:

900 Walnut Street Green Cove Springs, FL 32043

CONTACT NAME/TITLE: Kerri Bell, Resident Clinical Faculty

PH #: 9043360297 E-MAIL: kerri.bell@myoneclay.net

This memorandum identifies the rights and responsibilities of the District Board of Trustees of Valencia College, Florida, herein called the College, and the community service agency that intends to utilize the College service learning student, as identified above, herein called the Community Partner.

1. Community Partner Duties

- Meet and maintain the College's requirements for eligibility as a Community Partner, including providing any requested documentation, permitting tours of facilities, and meeting with College officials.
- Work with the College in the development, monitoring, and feedback of service learning student goals, service hours tracking, and service assignments.
- Ensure that students will not be asked to transport any person, be alone with minors, be in any private home without a Community Partner representative, or to otherwise engage in activities outside the scope of this Agreement.
- Once a minimum number of student service hours has been agreed upon, create a schedule to achieve those hours that meets the needs of the community partner and student.
- Provide on-the-job orientation, training, direction, and supervision to all service learning students and inform the student of organizational policies, regulations and standards observed by its employees, including how to discuss a need for change in service responsibilities or hours of service.
- Inform students about compliance with Community Partner's policies and protocols, as provided by Community Partner, including professional behavior while at Community Partner's site.
- Confer regularly with the College to assess the program and placement process.
- Designate a community partner representative to serve as liaison with the College.
- Complete and return various documents to include the **Memorandum of Understanding, Student & Community Partner Agreement Form, Service Learning Hours Log, and Community Partner Feedback form** for the service learning student's records if requested.

- Undertake reasonable measures to ensure the safety of the working environment for service learning students, including, but not limited to, restricting student work assignments at the site to operating hours.
- Provide insurance coverage for the service learning student as a volunteer according to Florida Statutes. Otherwise, the service learning student has been advised that he/she accept the service learning assignment at his/her own risk as Valencia does not provide insurance coverage for damages or injuries.
- Adhere to all State and Federal rules, regulations and laws, including but not limited to Child Labor, Wage and Hour, and Discrimination laws.
- Obtain and maintain status as an active not-for-profit organization, governmental agency, or educational institution.

2. College Duties

- Recruit and enroll service learning students who will complete service hours with community partner sites and projects.
- Assist the Community Partner on an as needed basis in marketing, orientation, training, and other project related activities.
- Periodically monitor project activities at the Community Partner site to assess and/or discuss the needs of service learning students at the project.
- Provide marketing, orientations, and training for Community Partner supervisors on an as needed basis.
- Reserve the right to reject a service learning opportunity and/or to terminate pending/active service learning positions with or without cause at any time.

3. General Terms Applicable to Both Parties

- **Independent Contractors:** It is understood and agreed that the College and the Community Partner are independent contractors with one another. Neither the College nor the Community Partner shall have supervision or control over the other's employees in the performance of their employment responsibilities. The College shall have no supervision or control over service learning students in the performance of their responsibilities for the Community Partner. Service Learning Students completing hours with the Community Partner shall be under the sole and exclusive control and direction of the Community Partner while performing their service learning responsibilities, and in no way shall they be deemed to be employees or agents of the College.
- **Compensation:** The College and the Community Partner offer no financial compensation to each other or to service learning students. Service learning students remain liable for all tuition and fees for any courses in which they register.
- **Liability/Indemnification:** The College assumes no responsibility for any accidents, injuries, or damages that may occur during the service experience. Community Partner agrees to indemnify and hold harmless the College for any injuries or damages that arise out of the negligence or misconduct of Community Partner's employees or volunteers, or

for any failure on the part of Community Partner to comply with the terms of this Memorandum of Understanding.

- **Education Records:** The parties acknowledge that student education records are protected by the Family Educational Rights and Privacy Act (“FERPA”), and agree that, to the extent personally identifiable student education records are disclosed between Valencia and Community Partner in facilitating the program, all student education records will be treated as confidential and will not be disclosed to other parties except to Community Partner officials who need the information to fulfill their professional responsibilities in furtherance of this Memorandum of Understanding or as required or permitted by law. The College will provide any necessary guidance to Community Partner about the use and maintenance of education records.
- **Public Records:** Community Partner understands and acknowledges that College is a political subdivision of the State of Florida and is subject to Florida’s public records laws, found in Chapter 119, Florida Statutes.
- **Separation from Community Partner:** The Community Partner may request the removal of a service learning student at any time. The College may recall service learning students at any time. A service learning student may resign from service. Terms of removal from service must be stated in writing.
- **Displacement of Employees:** The College will not approve service learning students to any placement that would displace employed workers or impair contracts for services.
- **Prohibition of Discrimination:** The College and the Community Partner will actively comply with any applicable provisions of Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and other applicable laws. College and Community Partner agree to work together to immediately investigate and address any alleged discrimination arising from the activities described by this Agreement.
- **Amendments:** This Memorandum of Understanding may be amended at any time in writing by concurrence of both parties.
- **Assignment:** The duties under this Memorandum of Understanding cannot be assigned by any party to a third party.
- **Choice of Laws and Venue:** This Memorandum of Understanding and any disputes hereunder shall be construed in accordance with the laws of the State of Florida, notwithstanding that State’s choice of law provisions, and enforced in the courts of the State of Florida.
- **Integration and Separability Clause:** This Memorandum of Understanding sets forth the entire agreement of the parties and supersedes any and all prior agreements, arrangements, and understandings related to the subject matter. Any provisions of this Memorandum of Understanding that are contrary to, prohibited by, or invalid under applicable laws or

regulations shall be deemed to be omitted from this document and shall not invalidate the remaining provisions.

4. Term and Termination

This Agreement shall be for three years from the date the last Party signs. It may be terminated by either party for any reason upon written notice at least 72 hours in advance of any student being prohibited from participating in a service learning activity. Should the need arise for an immediate termination of this Agreement, written notice may be provide by email together with a telephone call to the College Faculty Service Learning Supervisor or Community Partner liaison advising of the termination.

Signatures:

Valencia College

Signature: **Shara Lee**

Digitally signed by Shara Lee
Date: 2025.03.12 11:01:19
-04'00'

Date:

Community Partner/Organization

Name:

Signature:

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2025

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 South Orange Avenue Orlando FL 32801	CONTACT NAME: PHONE (A/C, No, Ext): 407-370-2320 E-MAIL ADDRESS: FAX (A/C, No): 407-370-3057																					
INSURED Valencia College P.O. Box 3028 Orlando, FL 32802-3028	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Qualified Self Insurer</td><td></td><td></td></tr><tr><td>INSURER B : Safety National Casualty Corporation</td><td>A++</td><td>15105</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Qualified Self Insurer			INSURER B : Safety National Casualty Corporation	A++	15105	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:** 1837633719**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														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RM20250301	3/1/2025	3/1/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 200,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td></tr><tr><td>Ea Occurrence Agg</td><td>\$ 300,000</td></tr></table>	EACH OCCURRENCE	\$ 200,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODUCTS - COMP/OP AGG	\$	Ea Occurrence Agg	\$ 300,000
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B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	SP4068114	3/1/2025	3/1/2026	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.I. EACH ACCIDENT</td><td></td><td>\$ 2,000,000</td></tr><tr><td>E.I. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 2,000,000</td></tr><tr><td>E.I. DISEASE - POLICY LIMIT</td><td></td><td>\$ 2,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.I. EACH ACCIDENT		\$ 2,000,000	E.I. DISEASE - EA EMPLOYEE		\$ 2,000,000	E.I. DISEASE - POLICY LIMIT		\$ 2,000,000		
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E.I. DISEASE - POLICY LIMIT		\$ 2,000,000																			

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

GL & AL: Self Insured per Florida Statute 768.28. WC: Statutory, Excess of \$750,000 Self Insured Retention.

VC Student Volunteers

CERTIFICATE HOLDER**CANCELLATION**School Board of Clay County
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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