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

Contract # 260008

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: 07/07/2025								
Name of Contract Initiator: Jennifer Shepard Telephone #: 9043366951								
School/Dept Submitting Contract: Professional Learning Cost Center # 9009								
Vendor Name: St Johns River St	<del>-</del>							
Contract Title: St Johns River State	College Student Teaching Affil	liation Agreemen	t					
Contract Type: New □ Renewal 🗹	Amendment   Extension   Pr	revious Year Contr	act # 220134					
Contract Term: 7/1/2025-7/31/2028	B Re	enewal Option(s):						
Contract Cost: \$0								
■ BUDGETED FUNDS – SEND CONT	RACT PACKAGE DIRECTLY TO PUR	CHASING DEPT						
Funding Source: Budget Line #								
Funding Source: Budget Line #_								
□ NO COST MASTER (COUNTY WID	E) CONTRACT - SEND CONTRACT	PACKAGE DIRECTI	Y TO PURCHASING DEPT					
☐ INTERNAL ACCOUNT - IF FUNDE	D FROM SCHOOL IA FUNDS – SENI	D CONTRACT PACE	(AGE DIRECTLY TO SBAO					
REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):  V Completed Contract Review Form SBAO Template Contract or other Contract (NOT SIGNED by District / School)								
conditions herein stated."  Certificate of Insurance (COI) for General L COI must list the School Board of Clay Cour General Liability = \$1,000,000 Each Occu Auto Liability = \$1,000,000 Combined Sir Workers' Compensation = \$100,000 Mini [If exempt from Workers' Compensation must provide Workers' Compensation co State of Florida Workers Comp Exemption Release and Hold Harmless (If Applicable)	iability & Workers' Compensation that meet the nty, Florida as an Additional Insured and Certific arrence & \$2,000,000 General Aggregate. agle Limit (\$5,000,000 for Charter Buses). mum on Insurance, vendor/contractor must sign a Rel	ese requirements: cate Holder. Insurer must lease and Hold Harmless H able)	Form. If not exempt, vendor/contractor					
CONTRACT REVIEWED BY: Purchasing Department	No Cost	ELOW BY REVIEWI	NG DEPARTMENT					
REVIEWED  By Bertha Staefe at 3:48 pm, Jul 16, 2025								
School Board Attorney JPS 7/22	Legally sufficient.							
Review Date								
Other Dept. as Necessary								
Review Date								
PENDING STATUS: □YES □NO	IF YES, HIGHLIGHTED COMME	ENTS ABOVE MU	ST BE CORRECTED BY INITIATOR					
FINAL STATUS		TENTAT APPRO	8 8 8 1 1 1					

# 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.

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



<u>Step 3</u>: 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

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 <u>School Board Attorney's Office ("SBAO") webpage</u> or call 904-336-6507 For assistance with insurance-related matters, please visit the <u>Business Affairs - Risk Management webpage</u> or call 904-336-6745 For assistance with District Purchasing, please visit the <u>Business Affairs - Purchasing webpage</u> or call 904-336-6736

# STUDENT TEACHING AFFILIATION AGREEMENT

This Student Teaching Affiliation Agreement ("Agreement") is entered into on this \_\_\_\_\_\_\_ day of July 2025, by and between ST. JOHNS RIVER STATE COLLEGE, located at 5001 St. Johns Avenue, Florida, 32177 ("SJR STATE"), 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 SJR STATE students ("SJR State Students") may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.
- 2. **SJR STATE Student Placements.** The District shall accept SJR STATE students for placement in Student Teaching Internships, Practicums, and Observations on the terms and conditions set forth herein.

## 3. Policies Governing SJR STATE Student Placements.

a. Placements for all clinical field experiences will be arranged by the designated representatives of the District in collaboration with representatives of SJR STATE. SJR STATE Student applications for final internship will be submitted to the District by the appropriate SJR STATE 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 SJR STATE students be allowed to contact principals, administrators, or teachers to request a specific preferred placement.
- c. SJR STATE 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. SJR STATE Responsibilities.

- a. SJR STATE will provide a college supervisor for each practicum student or final intern placed in a District school. Each college 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
- 5. **Confidentiality.** SJR STATE and the District shall inform each SJR STATE 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 SJR STATE 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 ,subject to section 768.28 Florida Statutes, 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 SJR STATE Students with immediate first aid for work-related injuries or illnesses, such as blood or bodily fluid exposure.
- 8. **Insurance.** During the term of this Agreement, SJR STATE shall maintain in full force and effect commercial general 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:

Director of Professional Learning THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA 900 Walnut Street Green Cove Springs, Florida 32043

#### To SJR STATE:

St. Johns River State College Attention: Dean of Arts and Sciences 5001 St. Johns Avenue Palatka, Florida 32177

- 10. **Term and Termination.** The term of this Agreement begins upon signature by both parties and ends on July 31, 2028. 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 IX 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).

**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.

ST. JOHNS RIVER STATE COLLEGE	THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
By: Name: President Joe Pickens Title: President "SJR STATE"	By:
	Approved as to Form:
	Attorney for the School Board



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/5/2025

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				CONTACT								
	hur J. Gallagher Risk Management	Serv	ices.	, LLC	NAME: PHONE 407 270 2220 FAX 407 270 2057					0.2057		
200 South Orange Avenue Orlando FL 32801						PHONE (A/C, No, Ext): 407-370-2320 FAX (A/C, No): 407-370-3057 E-MAIL ADDRESS:						
									NAIC#			
					INSURER A : Safety National Casualty Corporation				15105			
INSU				FLORCOL-01								
St. Johns River State College 5001 St. Johns Avenue Palatka. FL 32177-3897					INSURER C:							
					INSURER D:							
					INSURER E :							
					INSURER F:							
CO	VERAGES CER	TIFIC	CATE	NUMBER: 2019289257				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	INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3			
Α	X COMMERCIAL GENERAL LIABILITY			XPR4069250		3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED	\$5,000	,		
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$ 50,00	0		
								` ' ' '	\$ Includ	lad		
								PERSONAL & ADV INJURY	•			
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PRO- JECT LOC							GENERAL AGGREGATE	\$ 10,00	,		
									\$ 10,00	0,000		
Α	AUTOMOBILE LIABILITY			XPR4069250		3/1/2025	3/1/2026	COMBINED SINGLE LIMIT	\$ 5,000	000		
, ,	ANY AUTO			X1 1(4003230		3/1/2023	3/1/2020	(Ea accident)	\$	,000		
	Y OWNED SCHEDULED							` ' '	\$			
	Y HIRED Y NON-OWNED							PROPERTY DAMAGE	\$			
	X S500,000 SIR AUTOS ONLY							(Per accident)	\$			
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$			
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$				
	DED RETENTION\$	1							\$			
Α	WORKERS COMPENSATION			SP4068114		3/1/2025	3/1/2026	X PER OTH-	<u>*                                    </u>			
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT \$2,00		,000		
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$ 2,000	,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below									000,000		
	2200 m Hower C. 2. am lone 2000								<del>•</del> /	,		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  WC - Statutory - Excess of \$750,000 Self Insured Retention.  Certificate Holder is included as Additional Insured as respects to General Liability coverage, when required by written contract, to the extent of such obligation, for claims arising out of the Named Insured's operations, per policy forms.												
Inte	rnships for our Teacher Education stud	ents.										
CERTIFICATE HOLDER						CANCELLATION						
Clay County School Board 900 Walnut Street					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
Green Cove Springs FL 32043 USA					AUTHORIZED REPRESENTATIVE							
					Michael the							