

*Student Teacher field placement  
eff 1/1/14 - 3 yrs, renewable*

**Affiliation Agreement  
Between The School Board of Duval County, Florida, and  
Union Institute & University at Florida Center**

This affiliation agreement, is made and entered into effective January 1, 2014 by and between The School Board of Duval County, Florida, a body politic and corporate, with its office located at 1701 Prudential Drive (hereinafter referred to as the "School Board") and University, a private body corporate, with its Florida Academic Center office located at 16853 NE Second Avenue North Miami Beach, FL 33162 (hereinafter referred to as the "University"). This Agreement is for the following program(s):

- Teacher Education

Whereas, the School Board is the local education agency that provides public education services to compulsory aged students in Duval County, Florida; and

Whereas, the University has a teacher preparation program and other educator development 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 educational 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 teacher preparation 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 Programs, and the maintenance of accepted standards for its educational programs.
- b. The University shall maintain all records and report 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. The directing teacher is the supervising teacher and serves as the affiliate faculty for the course. He/she receives a \$450.00 stipend for this service.
- g. The student/intern, at his/her own expense, shall obtain a Level II background screening for each placement with the School Board. 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 STUDENTS. The University shall inform its students selected as Interns 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 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 as Interns that staff, time and space permit as determined solely by the School Board.
  - c. Encourage an atmosphere conducive to learning.
  - d. Place approved Interns with certified teachers who have completed Clinical Educator Training (CET), have a minimum of three years successful classroom experiences and who demonstrate effective classroom management.
  - e. Place approved school psychology Interns with certified school psychologists who have completed Clinical Educator Training (CET) and have a minimum of three years of successful experiences as a school psychologist.
  - f. Cooperate with the University in enforcing University policies and procedures related to the Interns' respective 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 of 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 Intern who poses an immediate threat or danger to personnel or to the quality of educational services, or for unprofessional behavior. In such event, said Intern's participation in the Program(s) at the facility shall immediately cease, subject to being resumed only with the mutual written agreement of the School Board and University.
  
5. PROGRAM COORDINATION.
  - a. 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 the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone

other than 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 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 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 the Duval County School Board's policies which are applicable to the School Board's operations, commitments and/or activities, as the case may be, in furtherance of any terms specified herein.
- f. The parties acknowledge and agree that as political subdivisions of the State of Florida, the Duval County School Board is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records.
- g. The parties agree to keep a current written record of the specific schools where Interns are actually participating in the Program.

## 6. INSURANCE

- a. The University will, without limiting its liability under this Agreement, procure and maintain at its sole expense during the life of this Agreement, insurance in the types and amounts provided in Exhibit A, attached hereto and incorporated by reference.
- b. The University acknowledges that the School Board is self-insured for tort liability with limits of \$100,000 per claimant/\$200,000 per occurrence, as authorized pursuant to Florida Statute 768.28, with said protection being applicable to officers, servants, and agents while acting within the scope of their employment by the School Board. The School Board agrees to maintain its self-insurance fund for the duration of this Agreement.
- c. 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) the consent of the School Board to be sued; or (iii) a waiver of sovereign immunity of the School Board beyond the waiver provided in Section 768.28, Florida Statutes.

## 7. INDEMNIFICATION

The University, including its employees, and agents, shall indemnify and defend the School Board and its governing board, officers, agents, and employees harmless against any and all claims, demands, damages, liabilities and costs of whatsoever kind or nature arising out of claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected to the University, its employees or agents, performance or lack of performance under this agreement. It is understood and agreed that such indemnity shall survive the termination of 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 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, which consent may be withheld in such party's sole discretion.
- b. NO THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of School Board and 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 three (3) years commencing on the Effective Date and may be renewed for successive three (3) year periods if agreed upon in writing by the parties hereto. 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 Interns 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. Venue for any action arising out of this Agreement shall lie exclusively in a court of competent jurisdiction located in Duval County, 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 at the School Board.
- j. NOTICES. All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

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.

(Remainder of the Page 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 DUVAL COUNTY**

By: \_\_\_\_\_  
**Nikolai P. Vitti, Ed. D.**  
Superintendent of Schools and  
Ex-Officio Secretary to the Board

By: Not Required by School Board Policy 7.41  
**Fred E. Lee, Jr., Chairman**

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

Approved As to Form:

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

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

**Union Institute & University**

By: \_\_\_\_\_  
*Nelson E. Lee*

Date: 10/22/13

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

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

## EXHIBIT 1



### Insurance Requirements

- A. **REQUIRED INSURANCE.** Without limiting any of the other obligations or liabilities of the vendor/contractor, the vendor/contractor shall, at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCSB and shall be maintained in force throughout the term of this Agreement.
1. **Workers' Compensation/Employers Liability:** The Workers' Compensation and Employers' Liability insurance provided by the vendor/contractor shall conform to the requirements set forth herein.
    - a. The vendor/contractor insurance shall cover the vendor/contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.
    - b. The policy must be endorsed to waive the insurer's right to subrogate against DCSB, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with DCSB, and its members, officials, officers and employees scheduled thereon.



- c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

- d. The vendor/contractor s may be relived of providing Workers' Compensation coverage provided an exemption form is submitted from the State of Florida Division of Workers Compensation stating the vendor/contractor is exempt from the insurance requirement under F.S. 440.

2. **Commercial General Liability.** The Commercial General Liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

- a. The vendor/contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.
- (1) The coverage **may not** include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.
- (2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

- b. The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

- c. The vendor/contractor **shall** include DCSB and the DCSB's members, officials, officers and employees as "additional insured's" on the Commercial General Liability coverage. The coverage afforded such additional insured's shall be no more restrictive than that which would be afforded by adding DCSB and the DCSB's members, officials, officers and employees as additional insured's on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.
- d. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The vendor/contractor shall pay on behalf of DCSB or the DCSB's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCSB or the DCSB's member, official, officer or employee for which the DCSB or the DCSB's member, official, officer or employee is insured as an additional insured.

3. **Business Auto Liability.** The automobile liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

- a. The vendor/contractor's insurance shall cover the vendor/contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e.,

mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

- b. The DCSB and the DCSB's members, officials, officers and employees shall be included as "additional insured's" in a manner no more restrictive than that which would be afforded by designating the DCSB and the DCSB's members, officials, officers and employees as additional insured's on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.
- c. The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

4. **Professional Liability.** The professional liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

- a. The professional liability insurance shall be on a form acceptable to the DCSB and shall apply to those claims which arise out of Services performed by or on behalf of the vendor/contractor pursuant to this Agreement which are first reported to the vendor/contractor within four years after the expiration or termination of this Agreement.
- b. If the insurance maintained by the vendor/contractor also applies to services other than Services under this Agreement, the minimum limits of insurance maintained by the vendor/contractor shall be \$1,000,000 per claim/annual aggregate. If the insurance maintained by the vendor/contractor applies exclusively to the Services under this Agreement, the minimum limits of insurance maintained by the vendor/contractor shall be \$1,000,000 per claim/annual aggregate.
- c. Except as otherwise specifically authorized in this Agreement, the insurance may be subject to a deductible not to exceed \$15,000 per claim.
- d. The vendor/contractor shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Agreement which are reported to the vendor/contractor or the insurer within four years after the expiration or termination of this Agreement .

B. **EVIDENCE OF INSURANCE.** Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCSB and shall be maintained in force throughout the term of this Agreement. The vendor/contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the vendor/contractor shall furnish DCSB with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCSB, identify this Agreement, and provide that DCSB shall be given no less than thirty (30) days' written notice prior to cancellation.
2. As evidence of the required Additional Insured status for DCSB on the Commercial General Liability insurance, the vendor/contractor shall furnish DCSB with:
  - a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCSB and the DCSB's members, officials, officers and employees as Additional Insured's in the Commercial General Liability coverage.
  - b. An original copy of the policy (or policies).
3. Until such time as the insurance is no longer required to be maintained by the vendor/contractor as set forth in this Agreement, the vendor/contractor shall provide DCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.
4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCSB, if requested by DCSB, the vendor/contractor shall, within thirty (30) days after receipt of a written request from DCSB, provide DCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this

Section. The vendor/contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

**C. INSURERS QUALIFICATIONS/REQUIREMENTS:**

1. Insurers providing the insurance required by this Agreement for the vendor/contractor must either be:
  - a. Authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or
  - b. An eligible surplus lines insurer under Florida Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).
2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.
3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the vendor/contractor has knowledge of any such failure; the vendor/contractor shall immediately notify DCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the vendor/contractor has replaced the unacceptable insurer with an insurer acceptable to DCSB, the vendor/contractor shall be in default of this Agreement.
4. **Primary and Non-Contributory.** The insurance provided by the vendor/contractor pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCSB or the DCSB's member, official, officer or employee.
5. **Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of the, vendor/contractor or its Subcontractors or Sub-subcontractors, employees or agents to DCSB or others. Any remedy provided to DCSB or the DCSB's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

D. **DCSB Approval:** Neither approval by DCSB nor failure to disapprove the insurance furnished by the vendor/contractor shall relieve the vendor/contractor of the vendor/contractor's full responsibility to provide the insurance as required by this agreement.