

**AFFILIATION AGREEMENT
FOR
INTERNING TEACHING PROFESSIONALS**

THIS AFFILIATION AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into by and between FLORIDA GATEWAY COLLEGE (hereinafter referred to as "FGC"), a political subdivision of the State of Florida, whose address is 149 SE College Place, Lake City, Florida, 32025, and Hamilton County School Board (hereinafter referred to as "SCHOOL BOARD") whose address is 5683 US Highway 129 South; Suite 1; Jasper, Florida 32052-3743. FGC and SCHOOL BOARD are hereinafter collectively referred to as "PARTY" or "PARTIES."

WITNESSETH

WHEREAS, FGC offers to enrolled students a degree program in the field(s) of Early Childhood AS, Early Childhood BS, Elementary Education BS, and Educator Preparation Institute; and

WHEREAS, SCHOOL BOARD and FGC recognize the value and importance to the teaching profession, college teacher education programs and other professional programs, and desire that the public interest be served by ensuring a continuing source of competent and well-trained teaching professionals; and

WHEREAS, FGC desires its students pursuing teacher education programs and other similar professional programs to obtain teaching experience at a public school of SCHOOL BOARD; and

WHEREAS, SCHOOL BOARD desires to provide the necessary facilities for said teaching experience in recognition of the need to educate teaching personnel, under the terms and conditions set forth hereunder in this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereby agree as follows:

1. PURPOSE

1.1. The purpose of this AGREEMENT is to provide educational experiences for selected FGC students (hereinafter referred to as "INTERNS"), which includes all INTERNS seeking field experiences under this AGREEMENT. INTERNS shall include and be defined and construed as hereinafter set forth:

1.1.1. Pre-Internship: Any field experience completed prior to the beginning of the internship semester.

1.1.2. Internship: The semester during which the FGC student completes FGC's professional education program in SCHOOL BOARD under the guidance of a fully certified professional, which takes place at SCHOOL BOARD and in which SCHOOL BOARD will participate.

1.2. Field experiences may include the activities listed and defined hereunder:

1.2.1. Observation: INTERNS observe the classroom activities and does not interact with students.

1.2.2. Tutoring: INTERNS provide one-on-one instruction with SCHOOL BOARD students.

1.2.3. Classroom Assistant: INTERNS serve as an aide to SCHOOL BOARD teacher and/or assists SCHOOL BOARD teacher with instruction.

- 1.2.4. Small Group Instruction:** INTERNS provide instruction to a subgroup of SCHOOL BOARD class.
- 1.2.5. Whole Class Instruction:** INTERNS provide instruction for the entire SCHOOL BOARD class.
- 1.2.6. Other:** Other field experiences acceptable to both PARTIES.
- 1.3.** The term "SCHOOL" shall refer to SCHOOL BOARD programs, services, or individual educational facility locations headed by a Principal or other Program Administrator.
- 2. OBLIGATIONS OF THE FGC**
- 2.1.** FGC shall offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
- 2.2.** FGC shall keep all records and reports on INTERN experiences in accordance with FGC policy and regulatory requirements.
- 2.3.** FGC shall plan with SCHOOL BOARD administration, in advance, its schedule of INTERN assignments to the designated areas, including dates and numbers of INTERNS.
- 2.4.** FGC agrees to inform INTERNS that INTERNS shall be responsible for following the rules and regulations of SCHOOL BOARD, including recognition of the confidential nature of information regarding pupils and their records.
- 2.5.** FGC agrees to assume responsibility for the overall educational experience and grades of the INTERNS with consideration given to the Cooperating Teacher's assessment and overall evaluation of the INTERN.
- 2.6.** FGC shall verify to SCHOOL BOARD staff that each INTERN has completed the required academic preparation prior to tentative and final placement.
- 2.7.** FGC staff will be responsible for the coordination and implementation of the Clinical Education Program.
- 2.8.** FGC will assign a Supervisor who will collaborate with the Cooperating Teacher and will make periodic assessment of INTERNS' progress as required.
- 2.8.1.** For purposes of this AGREEMENT, the term "Cooperating Teacher" shall be defined as the district school educator who has a valid professional certificate, three years of teaching experience in prekindergarten through grade 12, earned an effective or highly effective rating on the prior year's performance evaluation and completed clinical educator training, and has been assigned to supervise INTERNS, working daily to assist in developing the professional growth of INTERNS through demonstration of the instruction in teaching skills and attitudes, and working cooperatively with FGC Supervisor and /or Area Coordinator in continuing evaluation of the INTERNS.
- 2.9.** INTERNS shall not be considered as employees or agents of FGC.
- 2.10.** FGC shall arrange meetings with appropriate SCHOOL BOARD staff to review and evaluate the progress of internships, if needed, consistent with SCHOOL BOARD staff availability. These meetings can be used for coordination and conflict resolution.

- 2.11.** FGC and its INTERNS shall obtain individual written approval before beginning any of the activities referred to in Section I of this AGREEMENT. Such approvals shall be in writing and approved by both PARTIES, and shall contain the signatures of all required PARTIES. FGC and SCHOOL BOARD shall use a procedure for placement of INTERNS that is agreed upon by the SCHOOL BOARD Superintendent and FGC President, or their respective representatives.

3. OBLIGATIONS OF THE SCHOOL BOARD

- 3.1.** SCHOOL BOARD shall maintain sole responsibility for the instruction, education, and welfare of its pupils. SCHOOL BOARD shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils and appropriate INTERNS and FGC staff orientations.
- 3.2.** SCHOOL BOARD agrees INTERNS assigned to it for field experiences are under the supervision, control, and responsibility of SCHOOL BOARD.
- 3.3.** SCHOOL BOARD shall determine the work location and assignment of INTERNS in collaboration with FGC. Every effort shall be made to develop long-term working relationships between teacher education programs and individual SCHOOLS in order to provide a variety of continuous and coordinated field experiences, consistent with Florida Statutes 1004.04. These relationships may be articulated in written plans and attached to this AGREEMENT hereunder as addenda with the approval of PARTIES.
- 3.4.** In consideration of the FGC's responsibility for the care and safety of its pupils, SCHOOL BOARD shall retain the right, in its sole discretion, to refuse or discontinue its facilities and services to any INTERN or FGC staff and to remove an INTERN or FGC staff who does not continuously meet the FGC's professional or other requirements or the requirements of any appropriate authority controlling and directing SCHOOL BOARD facilities and services. INTERNS shall be instructed by FGC to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL BOARD representative. In the event of a threat to pupil safety, which shall be determined by SCHOOL BOARD in its sole discretion, SCHOOL shall have the right to terminate the INTERN placement action immediately and shall both verbally and in writing notify FGC and the INTERN as soon thereafter as is practicable.
- 3.5.** SCHOOL BOARD shall provide qualified Cooperating Teachers for INTERNS. Cooperating Teachers shall be resource persons for INTERNS and FGC staff. Cooperating Teachers selected by SCHOOL BOARD will:
- 3.5.1.** Assist in orienting INTERNS to the SCHOOL, the classroom, and the pupils;
- 3.5.2.** Explain all SCHOOL BOARD district policies, rules, and regulations to INTERNS;
- 3.5.3.** Provide prompt and substantive feedback to INTERNS regarding all performance activities and interactions with SCHOOL BOARD personnel, pupils, and parents;
- 3.5.4.** Complete evaluations of INTERNS' progress and submit them to FGC Supervisor, after review with the applicable INTERN;
- 3.5.5.** Immediately inform FGC Supervisor of any concerns regarding an INTERN;

- 3.5.6.** Shall establish a time to regularly meet and discuss with INTERNS their activities, impressions, reflections, and suggestions for goals and areas of improvement;
- 3.5.7.** Supervise INTERNS on a daily basis – if the Cooperating Teacher is absent from the SCHOOL for any reason, a SCHOOL approved substitute shall be assigned to the classroom. Under no circumstances shall an INTERN, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by SCHOOL BOARD and FGC.
- 3.6.** SCHOOL BOARD shall provide to FGC and INTERNS the policies and procedures and other relevant materials necessary to allow INTERNS and FGC personnel to function appropriately within the SCHOOL.
- 3.7.** INTERNS assigned to SCHOOL BOARD shall follow the SCHOOL's protocols for health and safety.
- 3.8.** INTERNS shall be under the direct supervision of the Cooperating Teacher during internship responsibilities. A co-teaching model will be implemented during the internship. Co-teaching is defined as: organizing classroom instruction to reduce the student-adult ratio and/or take advantage of two teachers' expertise, skills and knowledge while maintaining continuous student progress. The solo teaching time, of no less than twelve weeks as required by the State of Florida and the Florida Department of Education, will still be implemented but under the close supervision and direction of the Cooperating Teacher who will assure that student, progress is maintained.
- 3.9.** SCHOOL BOARD shall permit INTERNS access to the library facilities/curriculum laboratories available to their personnel. INTERNS may not remove materials from SCHOOL BOARD without appropriate approval.
- 3.10.** SCHOOL BOARD shall keep confidential and shall not disclose to any person or entity (a) INTERN applications; (b) INTERN health records or reports; and/or (c) any INTERN records as defined in the Family Educational Rights and Privacy Act (FERPA), concerning any INTERN participating in the educational experiences provided by SCHOOL, unless such disclosure is necessary to meet the requirements of this AGREEMENT, is authorized by the INTERN or is ordered by a court of competent jurisdiction. SCHOOL BOARD shall adopt and enforce policies and procedures necessary to protect the confidentiality of the INTERN records as defined herein or as otherwise required by law.
- 3.11.** INTERNS shall not be considered employees or agents of SCHOOL unless such time as SCHOOL BOARD should choose to employ INTERN as an employee of SCHOOL BOARD.
- 3.12.** INTERNS shall undergo a background screening pursuant to Florida Statutes 1012.32 and 1012.56, and applicable SCHOOL BOARD policies and procedures.

4. AGREEMENT TERM

4.1. TERM

This AGREEMENT shall begin on July 1, 2023 or upon full execution, whichever is later, and shall end at 11:59 P.M. on June 30, 2025. In the event the PARTIES sign this AGREEMENT on different dates, the latter date shall be the effective date. Unless sooner terminated as provided in Section 5 of this AGREEMENT, the term of this AGREEMENT shall be for three (3) years.

4.2. RENEWAL

FGC may renew this AGREEMENT upon the same terms and conditions, the duration(s) of which may not exceed the term of the original AGREEMENT for up to three (3) terms, or nine (9) years, whichever is longer. Exercise of the renewal option is at FGC's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to all other factors deemed relevant by FGC. Any costs incurred by SCHOOL BOARD for the renewal of this AGREEMENT shall not be charged to FGC.

4.3. MODIFICATIONS

Modifications or amendments to the provisions of this AGREEMENT shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original AGREEMENT, with the exception of FGC and SCHOOL BOARD contacts identified in Section 6.1, of this AGREEMENT. Changes to the contacts will be provided to the other party in writing and a copy of the written notification shall be maintained in the official AGREEMENT file.

5. TERMINATION

5.1. NOTICE OF TERMINATION

All termination notices shall be in writing and shall be deemed given if delivered personally, emailed (read receipt requested), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the addresses hereunder in Section 6.1, of this AGREEMENT (or at such other address for a party as shall be specified by like notice).

5.2. TERMINATION WITHOUT CAUSE

Either PARTY may terminate this AGREEMENT for convenience, in whole or in part, without cause, for its own convenience, and without additional cost to the other PARTY, by giving no less than sixty (60) calendar day's written notice, unless both PARTIES mutually agree in writing to a different notice period. Each PARTY shall be operating in a state of compliance with the terms and conditions of the AGREEMENT at the time the notice is issued and shall remain compliant for the duration of the performance period.

5.3. TERMINATION FOR CAUSE

Either PARTY may terminate this AGREEMENT, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), Florida Administrative Code, as amended, upon written notice to the other PARTY. If applicable, the PARTIES may employ the default provisions in Rule 60A-1.006(3) and (4), Florida Administrative Code, as amended. Waiver or breach of any provisions of this AGREEMENT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this AGREEMENT. The provisions herein do not limit FGC's right to remedies at law or to damages (including, but not limited to, re-procurement cost, and attorney fees).

6. NOTICE

All notices hereunder by either party shall be in writing and shall be deemed given if delivered personally, emailed (read receipt requested), by certified or registered mail (returned receipt requested), or by overnight courier, and shall be deemed to have been duly given when delivered personally, when deposited and postmarked by the United States mail (postage pre-paid), or the effective date of the read receipt when Emailed.

6.1. POINTS OF CONTACT

The following are the POINTS OF CONTACT for the respective parties. All matters shall be directed to the SERVICES for action or disposition. All notices shall be delivered to the parties at the following addresses:

HAMILTON COUNTY SCHOOL BOARD	FLORIDA GATEWAY COLLEGE
Name: Lee Wetherington-Zamora	Name: Director, Procurement & Contracts
Address: 5683 US Highway 129 South; Suite 1	Address: 149 SE College Place
City, State Zip: Jasper, Florida 32052-3743	City, State Zip: Lake City, FL 32025
Phone: (386) 792-7800	Phone: (386) 754-4381
Fax: (386) 792-3681	Fax: (386) 754-4594
Email: Dorothy.Zamora@hamiltonfl.com	Email: purchasing@fgc.edu

7. GENERAL TERMS & CONDITIONS

7.1. INSURANCE

- 7.1.1.** FGC is a member of the Florida College System Risk Management Consortium (hereinafter referred to as "FCSCRM"). The FCSCRM provides FGC and each of the FCSCRM "Program Participants" with the following types of insurance listed below during the entire period of this AGREEMENT and shall submit proof of maintenance prior to program participation and annually thereafter.
- 7.1.2.** Commercial General Liability coverage in the amount of \$200,000.00 per occurrence and \$300,000.00 annual policy aggregate.
- 7.1.3.** Student Professional Liability coverage in the amount of \$2,000,000.00 per occurrence and \$5,000,000.00 annual policy aggregate.
- 7.1.4.** INTERNS shall be afforded the protection of law as specified in Florida Statutes 1012.39(3). FGC will provide Workers Compensation Insurance for FGC employees who oversee the internship process.
- 7.1.5.** For all insurance required in the aforementioned paragraph 7.1.2 & 7.1.3 FGC shall notify SCHOOL BOARD at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to SCHOOL BOARD, upon request, proof of insurance evidencing the above coverage and renewals thereof.
- 7.1.6.** FGC agrees that INTERNS shall assume personal responsibility for their own medical care and hospitalization.
- 7.1.7.** To the extent allowed under state law, neither SCHOOL BOARD nor FGC is required to provide workers' compensation coverage for the INTERNS participating in the educational experience.

7.2. VENUE

- 7.2.1.** The sole and exclusive venue and jurisdiction for any proceedings, legal or equitable, under this agreement, shall be in a court of competent jurisdiction in Columbia County, Florida.

- 7.2.2.** This AGREEMENT is governed by and shall be, construed according to the Laws of the State of Florida. Venue for any litigation arising out of or in connection with this AGREEMENT shall be in a court of law located in Columbia County, Florida.

7.3. ASSIGNMENT

SCHOOL BOARD shall not assign responsibility of this AGREEMENT to another party, subcontract for any of the work contemplated under this AGREEMENT, or transfer services to another location without the prior written approval of FGC. Approval by FGC of assignments or subcontracts shall not be deemed in any event to provide for FGC incurring any additional obligations under this AGREEMENT, nor relieve SCHOOL BOARD of the requirements of this AGREEMENT. FGC may monitor the terms and conditions of the assignment or subcontract to ensure compliance. SCHOOL BOARD shall ensure contracts with its subcontractors contain the terms and conditions of this AGREEMENT and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. FGC'S review of subcontractor AGREEMENT(s) associated with this AGREEMENT does not relieve SCHOOL BOARD of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.

7.4. RELATIONSHIP OF PARTIES

- 7.4.1.** PARTIES are independent and will have no right to assume or create any obligational responsibility on behalf of the other PARTY. Neither PARTY shall hold itself out as an agent of the other PARTY.
- 7.4.2.** This AGREEMENT will not be construed to create or imply any relationship of agent, partnership, servant, employee, agency, joint venture or other formal business entity of any kind between PARTIES and their employees, INTERNS, or agents, but rather is an agreement by and between the two independent contractors. SCHOOL BOARD and its employees shall not be entitled to compensation from FGC for services or actions of benefit to FGC which are part of or related to this educational program
- 7.4.3.** Each INTERN is placed with SCHOOL BOARD in order to receive educational experience as part of the academic curriculum; duties performed by an INTERN are not performed as an employee of SCHOOL BOARD but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL BOARD personnel.
- 7.4.4.** Neither PARTY shall have the power or authority to bind the other in any promise, agreement nor representation other than as specifically provided for in this AGREEMENT.
- 7.4.5.** FGC acknowledges that nothing in this AGREEMENT shall be construed to confer any right upon FGC or FGC personnel to participate in, control, or direct operations at SCHOOL. PARTIES shall carry all necessary and appropriate insurance for itself, its employees and agents.

7.5. WAIVER

No delay or failure by either PARTY to exercise any right or remedy under this AGREEMENT will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the PARTY waiving its rights. A waiver by any PARTY of any breach or covenant shall not be construed as a waiver of any succeeding breach or any other covenant.

7.6. PROPRIETARY MARKS

7.6.1. FGC acknowledges that the names, logos, service marks, trademarks, trade dress, trade names, and patents, whether or not registered, now or hereafter owned by or licensed to SCHOOL BOARD or its affiliated and parent companies (hereinafter referred to as the "MARKS") are proprietary MARKS of SCHOOL BOARD, and FGC will not use the MARKS for any purpose except as expressly permitted in writing by SCHOOL BOARD. Upon termination of this AGREEMENT, FGC shall:

- i. Immediately and permanently discontinue the use and display of any MARKS, (hereinafter referred to as the "DE-IMAGE"), and
- ii. Immediately remove and deliver to SCHOOL BOARD all goods bearing any MARKS. If FGC shall fail to DE-IMAGE the PREMISES within thirty (30) calendar days of the termination date of this AGREEMENT, then SCHOOL BOARD and its agents shall have the right to enter PREMISES and DE-IMAGE PREMISES, without prejudice to SCHOOL BOARD's other rights and remedies.

7.6.2 Both PARTIES shall comply with the requirements for Registration and Protection of Trademarks pursuant to Chapter 495, Florida Statute, as amended. Failure to comply with the Registration and Protection of Trademarks requirements may result in termination of this AGREEMENT by the PARTY not out of compliance.

7.7. ORDER OF PRECEDENCE

7.7.1. In the event of a conflict, ambiguity or inconsistency among this AGREEMENT and any attachments and exhibits named herein that are attached hereto and incorporated by reference, such conflict will be resolved by applying the following order of precedence:

- i. AGREEMENT document including any attachments, exhibits, and amendments;
- ii. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
- iii. Applicable Florida Statutes and Florida Administrative Code;
- iv. FGC policy and manuals; and
- v. SCHOOL BOARD's proposal bid or reply as incorporated by reference.

7.8. RIGHTS, POWERS, AND REMEDIES

No delay or failure to exercise any right, power or remedy accruing to either PARTY upon breach or default by either PARTY under this AGREEMENT, shall impair any such right, power or remedy of either PARTY; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

7.9. THIRD PARTY RIGHTS

This AGREEMENT is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of PARTIES hereto.

7.10. LEGAL AND POLICY COMPLIANCE

7.10.1. SCHOOL BOARD shall comply with all local, state, and federal laws, rules, regulations and codes whenever work is performed under this AGREEMENT. SCHOOL BOARD shall also comply with and FGC will monitor and evaluate the services provided under this AGREEMENT in accordance with all FGC policies, and procedures that are in effect on the date that this AGREEMENT is fully executed.

- 7.10.2.** SCHOOL BOARD is not responsible for complying with subsequent changes to FGC policies or procedure that may affect the services provided under this AGREEMENT unless FGC and SCHOOL BOARD negotiate otherwise. Such negotiation shall be reduced to writing through an amendment that is mutually agreed upon by both PARTIES. However, FGC cannot waive SCHOOL BOARD's compliance to subsequent changes to any local, state, and federal laws, rules, regulations or codes.
- 7.10.3.** SCHOOL BOARD shall obtain any licenses and permits required for services performed under this AGREEMENT and maintain such licenses and permits for the duration of this AGREEMENT.
- 7.10.4.** Any and all waivers of FGC policies, procedures, or manuals shall be reduced to writing and shall be maintained in the AGREEMENT file.
- 7.11. FORCE MAJEURE**
Neither PARTY shall be liable for loss or damage suffered as a result of any delay or failure in performance under this AGREEMENT or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes. However, acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes do not relieve SCHOOL BOARD from its responsibility under this AGREEMENT.
- 7.12. SUSPENSION OF WORK**
FGC may, in its sole discretion, suspend any or all activities under this AGREEMENT, at any time, when in the interests of FGC to do so. FGC shall provide SCHOOL BOARD written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, or a declaration of emergency. After receiving a suspension notice, SCHOOL BOARD shall immediately comply with the notice. Within ninety (90) days, or any longer period agreed to by SCHOOL BOARD, FGC shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the AGREEMENT. SCHOOL BOARD will not receive compensation during the suspension period for the services that are under suspension.
- 7.13. DISPUTE RESOLUTION**
Any dispute concerning compliance and/or performance of this AGREEMENT shall be decided by FGC's designated POINT OF CONTACT, who shall reduce the decision to writing and serve a copy to SCHOOL BOARD. Any dispute that cannot be resolved shall be reduced to writing and delivered to FGC's Vice President of Business Services or designee of the relevant program area for resolution.
- 7.14. SERVABILITY**
If a court deems any provision of this AGREEMENT void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

7.15. RESOLUTION OF CONFLICT

7.15.1. PARTIES agree to periodically review and discuss the operation of this AGREEMENT to ensure that each PARTY's objectives hereunder are being satisfied. PARTIES shall confer as otherwise necessary to the administration of this AGREEMENT.

7.15.2. In cases of conflict between an INTERN and a Cooperating Teacher that cannot be resolved, an appeal shall be made to FGC Supervisor. If resolution is not achieved, an appeal shall be made to SCHOOL Principal or designee. If resolution is not achieved, an appeal shall be made to FGC and SCHOOL BOARD liaisons. Final resolution of conflicts, if necessary, shall be made by SCHOOL BOARD Superintendent in consultation with FGC's President.

7.16. CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

SCHOOL BOARD, by execution of this AGREEMENT, certifies that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with FGC by any federal department or agency, pursuant to 34 CFR, Part 85, Section 85.510. SCHOOL BOARD shall notify FGC if, at any time during this AGREEMENT, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with FGC by any federal department or agency. The list of excluded entities is available at <http://www.epls.gov/>.

7.17. DISCRIMINATION

PARTIES agree that neither SCHOOL BOARD nor FGC shall on the basis of gender, marital status, race, religion, national origin, age, or disability pursuant to law as set forth in the Americans with Disabilities Act (ADA), be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law.

8. SCREENING AND MONITORING

8.1. BACKGROUND SCREENING

8.1.1. SCHOOL BOARD may require that each INTERN be fingerprinted in accordance with Florida law and SCHOOL BOARD policies and procedures, and that results of background screens be known to SCHOOL BOARD prior to placement of INTERN in a district SCHOOL; pursuant to Florida law, no INTERN who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be placed into a public SCHOOL. SCHOOL BOARD reserves the authority to remove from SCHOOL grounds and suspend SCHOOL access to any INTERN charged with any disqualifying offense until the completion of INTERN's case disposition.

8.1.2. Either PARTY may require that each FGC Supervisor be fingerprinted in accordance with Florida law and SCHOOL BOARD policies and procedures, and that results of background screenings be known to SCHOOL BOARD prior to supervision of an INTERN in a district SCHOOL; pursuant to Florida law, no FGC Supervisor who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be permitted entry into a public SCHOOL. SCHOOL BOARD reserves the authority to remove from SCHOOL grounds and suspend SCHOOL access to any FGC Supervisor charged with any disqualifying offense until the completion of FGC Supervisor's case disposition.

- 8.1.3.** SCHOOL BOARD shall timely notify FGC when any FGC employee or INTERN has been involved in a reported incident and FGC shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident as allowed under Florida law.

8.2. MONITORING

FGC will conduct periodic unannounced and announced monitoring to assess SCHOOL BOARD's compliance with this AGREEMENT and applicable federal and state laws, rules and FGC policies and procedures. SCHOOL BOARD shall permit persons duly authorized by FGC to inspect any records, papers, documents, electronic documents, FACILITIES, goods and services of SCHOOL BOARD are relevant to this AGREEMENT, and interview any clients and employees of SCHOOL BOARD under such conditions, as FGC deems appropriate. Following such inspection, FGC will deliver to SCHOOL BOARD a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. SCHOOL BOARD shall rectify all noted deficiencies specified by FGC within the specified period of time set forth in FGC's Monitoring Report. SCHOOL BOARD's failure to correct these deficiencies within the time specified by FGC may deem SCHOOL BOARD in breach or default, and/or termination of this AGREEMENT.

8.3. CONVICTED VENDOR LIST

A vendor, person or affiliate who has been placed on the Florida Convicted Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with FGC pursuant to Chapter 287.133, Florida Statute, as amended.

8.4. DISCRIMINATORY VENDOR LIST

- 8.4.1.** In accordance with Chapter 287.134, Florida Statute, as amended, an entity or affiliate who has been placed on the Discriminatory Vendor List:

- i. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and
- ii. May not transact business with any public entity.

9. LIABILITY

9.1. INDEMNIFICATION

- 9.1.1.** Pursuant to Chapter 768.28, Florida Statute, as amended, SCHOOL BOARD agrees it and any of its employees, agents or subcontractors are agents and not employees of FGC while acting within the scope of their duties and responsibilities to be performed under this AGREEMENT. SCHOOL BOARD further agrees to indemnify FGC, upon notice of any liabilities caused by SCHOOL BOARD or its employees' or agents' negligent or tortious acts or omissions within the scope of their employment under this AGREEMENT up to the limits of sovereign immunity as set forth in Florida law. SCHOOL BOARD further agrees to defend FGC and hold it harmless, upon receipt of FGC's notice of claim of indemnification to SCHOOL BOARD, against all claims, suits, judgments, damages or liabilities, including court costs and attorneys' fees incurred by FGC because of the negligent or tortious acts of SCHOOL BOARD or its employees, agents or subcontractors.

- 9.1.2.** SCHOOL BOARD is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, and of its officers,

employees, and agents thereof, including volunteers, vendor and subcontractors. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

10. OPTIONS

10.1. OPTIONS AND AMENDMENTS

10.1.1. FGC has the option to modify this AGREEMENT in the event FGC needs for SERVICES change. Any increased units of service or changes in services shall be evidenced by an amendment executed by both PARTIES. The optioned services may not commence before execution of the amendment.

10.1.2. This AGREEMENT constitutes the entire AGREEMENT as to the rights and obligations of PARTIES hereto and supersedes all prior and contemporaneous agreements and undertaking of PARTIES, whether oral or written, pertaining to the referenced subject matter.

10.1.3. Modifications or amendments of provisions of this AGREEMENT shall only be valid when they have been reduced to writing and duly signed by all PARTIES observing all the formalities of the original AGREEMENT, with the exception of FGC and SCHOOL BOARD contacts identified in Section 6.1, of this AGREEMENT. Changes to the contacts will be provided to the other PARTY in writing and a copy of the written notification shall be maintained in the official AGREEMENT file.

10.1.4. No waiver or breach of any term or provision of this AGREEMENT shall operate, or be construed to constitute, nor shall be, a waiver of any other breach of this AGREEMENT. All remedies, either under this AGREEMENT, or by law or otherwise afforded, will be cumulative and alternative. All waivers to be effective shall be in writing and signed by a duly authorized officer of the waiving PARTY.

11. GOVERNING AUTHORITY

11.1. REFERENCES

The references listed below are included in this AGREEMENT for convenience only and do not change, modify, or limit any right or obligation of this AGREEMENT and any applicable local, state or federal laws, rules, regulations, and codes.

11.2. STATE OF FLORIDA

This AGREEMENT is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws. Each provision of this AGREEMENT shall be interpreted to be effective and valid under applicable law. If any provision of this AGREEMENT shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this AGREEMENT shall remain fully effective and valid. Venue for any legal, administrative or other proceeding regarding this AGREEMENT shall be in Columbia County, Florida.

11.3. ENVIRONMENTAL PROTECTION

11.3.1. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this AGREEMENT shall be procured in accordance with the provision of Chapter 403.7065, Florida Statute, as amended.

11.3.2. SCHOOL BOARD shall comply with Rule 62-730.160, Florida Administrative Code, as amended, regarding the production and handling of any hazardous waste generated under this AGREEMENT.

11.4. PUBLIC RECORDS ACCESS

11.4.1. SCHOOL BOARD agrees to allow access and review of all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency as defined in subsection 119.011, Florida Statute, as amended. All said documents made or received by SCHOOL BOARD in conjunction with this AGREEMENT shall be made available, except those public records which are made confidential by law must be protected from disclosure. It is expressly understood that SCHOOL BOARD's failure to comply with this provision shall constitute an immediate breach of contract for which FGC may unilaterally terminate this AGREEMENT.

11.4.2. The following statement is required pursuant to Chapter 119.0701(2)(a), Florida Statute, as amended:

- i. **IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT FLORIDA GATEWAY COLLEGE: CASSANDRA BUCKLES, 149 SE COLLEGE PLACE; LAKE CITY, FL 32025-2007; (386) 754-4313; CASSANDRA.BUCKLES@FGC.EDU**

11.4.3. PARTIES shall, in accordance with sections 501 and 505(b)(2) of the Gramm-Leach-Bliley Act of 1999, as amended, including any successor statute, and any applicable U.S. Federal, State, and/or local laws, set forth standards for developing, implementing, and maintaining reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of any nonpublic information about the PARTIES, their affiliates, agents, representatives, and students.

12. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

PARTIES shall abide by the requirements of 41 CFR §§60.1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

13. RECORDS

13.1. RECORDS RETENTION

SCHOOL BOARD shall maintain records, and documents (including electronic storage media) which related to the performance of SERVICES under this AGREEMENT, for a minimum of five (5) years in accordance with Chapters 119, 120, 257, 283, and 286 Florida Statutes, and the Florida Department of State Record Retention Schedule located at <http://dliis.dos.state.fl.us/recordsmgmt>. SCHOOL BOARD shall maintain records, in a secure location with access limited to authorized staff. SCHOOL BOARD shall ensure these records are available at all reasonable times to inspection, review, or audit by FGC personnel and other

personnel duly authorized by FGC. In the event any work is subcontracted, SCHOOL BOARD shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. SCHOOL BOARD shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report is issued, and shall allow FGC, or its designee access to such records upon request. SCHOOL BOARD shall ensure that all working papers are made available to FGC or its designee upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by FGC.

14. CAPTIONS

14.1. ARTICLE, CAPTIONS, AND SECTION NUMBERS

The captions, section numbers, article numbers, title and headings appearing in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this AGREEMENT, not in any way effect this AGREEMENT and shall not be construed to create a conflict with the provisions of this AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their undersigned officials as duly authorized.

HAMILTON COUNTY SCHOOL BOARD

Lee Wetherington-Zamora
Superintendent

Lee Wetherington-Zamora
Printed Name

04-18-23
Date

FLORIDA GATEWAY COLLEGE

President

Dr. Lawrence Barrett

Printed Name

Date

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

