

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **210052**

Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
11/5/2020

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Must Have Board Approval over \$100,00.00

Date Submitted: 10/13/2020

Name of Contract Initiator: Jennifer Shepard

Telephone #: 904-336-6951

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: University of North Florida

Contract Title: UNF MOU for Resident Clinical Faculty 2020-21 Academic Year

Contract Type: New Renewal Amendment Extension Previous Year Contract # *See Attached*

Contract Term: 1 Year-Through 06/30/2021

Renewal Option(s): *N/A*

Contract Cost: 0

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # *N/A*

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)*

**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)

COVID-19 Waiver (If Applicable)

Release and Hold Harmless (If Applicable)

RECEIVED

OCT 14 2020

PURCHASING

RECEIVED
10/19/20
SBAO

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:

COMMENTS BELOW BY REVIEWING DEPARTMENT

Purchasing Department *BFS*

No Cost but paying salary

Review Date *10/15/20*

** Missing Sec 11 (Addendum A [note strike throughs])*

** Missing Sec 12. Fix Dates*

NA per Bickner

School Board Attorney

** Defer to Mr. Bickner (Orange Tabs)*

Review Date *10/21/20*

① Type in same language for sec 11 and sec 12 as 19-20 contract.

Other Dept. as Necessary

② we need addendum A. - ~~improvement~~

Review Date

PENDING STATUS: YES NO

IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS

DATE: _____

**2020-2021 ACADEMIC YEAR
MEMORANDUM OF UNDERSTANDING
THE SCHOOL BOARD OF CLAY COUNTY
AND**

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

As part of a collaborative effort to simultaneously improve PreK-12 education and teacher preparation, The University of North Florida Board of Trustees, a public body corporate ("University of North Florida" or "University"), and the School Board of Clay County, Florida ("District,") agree to cooperatively participate in providing two Resident Clinical Faculty to the Professional Development Schools Network during the 2020-2021 academic year. The program will provide the District with an opportunity to implement new organizational structures and ways of teaching and learning which will enhance student learning and link professional development with Pre K-12 student learning.

At the same time, this program provides an opportunity for the University of North Florida College of Education and Human Services to enhance the internship and field experience component of its teacher preparation program by forging stronger linkages with the District and by providing opportunities for teams of university students to work with teachers who are implementing effective and innovative teaching strategies.

Based on the 9 Essentials for Professional Development Schools as outlined by the National Association for Professional Development Schools, participation by the District and the University of North Florida will involve the following:

- 1) College of Education and Human Services personnel and officials designated by the District will identify two experienced, exemplary District teachers to serve as Resident Clinical Faculty of the University for the 2020-2021 academic year.
- 2) During the 2020-2021 academic year, each selected Resident Clinical Faculty will hold the University title of Clinical Instructor, participate in a wide variety of innovative and reflective professional growth activities and action research, receive training in the areas of clinical supervision, coaching and various instructional strategies that are integrated into the University internship/field experiences component, the District professional development component, and appropriate school improvement components of the district. The Resident Clinical Faculty will work to create and uphold a comprehensive mission for the Professional Development School that is broader in its outreach and scope than the mission of any partner and that furthers the education profession and its responsibility to advance equity within schools and, by potential extension, the broader community.
- 3) During the academic year, the Resident Clinical Faculty will assist teachers at the Professional Development Schools in implementing agreed upon instructional changes, assist with implementing school improvement plans and work with individual students and beginning teachers. During the fall and spring semesters, each Resident Clinical Faculty member will also supervise a cohort of interns and other university students assigned to the Professional Development School. The Resident Clinical Faculty will help facilitate a school-university culture committed to the preparation of future educators that embraces their active engagement in the school community. The Resident Clinical Faculty will assist in the engagement in and public sharing of the results of deliberate investigations of practice by Professional development school teachers as well as University teacher candidates.
- 4) Each Resident Clinical Faculty will remain a school district employee and not be an employee of the University. However, each Resident Clinical Faculty will adhere to all applicable University policies and rules. The University agrees to reimburse the District for one-half of the average

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teacher salary and benefits for each of the two Resident Clinical Faculty during the 2020-2021 contract year. It is understood that the Resident Clinical Faculty will work the same number of days as specified in their regular contract but they may require a modified schedule due to differences in the University and district calendars. The modified schedule must be acceptable to both the University and District personnel office.

- 5) The program will be evaluated by the University and District staff to determine the impact on the University students, the College of Education and Human Services teacher preparation program, the

Resident Clinical Faculty, students and teachers at the Professional Development Schools, and the District. Results will be disseminated to the District and to all members of the project.

- 6) This Agreement is subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. University and District understand the broad nature of these laws and, as to matters covered by this Agreement, agree to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, University and District agree to:
- a. Keep and maintain public records required by the District or the University in order to meet its obligations hereunder.
 - b. Upon request from the District's or University's custodian of public records, provide the other with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement to the extent District or University does not transfer the records to the other.
 - d. Upon completion of the Agreement, transfer, at no cost, to the other all public records in its possession or keep and maintain public records required by the other to meet its obligations hereunder. If it keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other, upon request of the other's custodian of public records, in a format that is compatible with the information technology systems of the other.

IF UNIVERSITY OR DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE ADDRESS AND PHONE NUMBER BELOW.

Jennifer Shepard
Supervisor of Professional Learning
900 Walnut Street
Green Cove Springs, FL 32043
(904) 336-6950

Stephanie Howell
Office of the General Counsel
1 UNF Drive
Jacksonville, Florida 32224
(904) 620-1028

Susan Legutko
BAF Assistant Superintendent Business Affairs
900 Walnut Street 2
Green Cove Springs, FL 32043
(904) 336-6722

- 7) The University is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes and administered by the State of Florida, Department of Financial Services. The University certifies that it maintains, and agrees to continue to maintain during the term of this MOU, workers compensation, general and professional liability protection coverage through the Risk Management Trust Fund, and that this protection extends to the University, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes. The University will convey a copy of its current Certificate of Coverage upon request. Nothing herein is intended to serve as a waiver of sovereign immunity or will be construed as consent by the University to be sued by third parties. The University shall insure that the District receives immediate notification of reduction in or cancellation of coverage.

The District certifies that it is self-insured pursuant to the provisions of 768.28, F.S., for tort liability

in anticipation of any claim, which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and worker's compensation self-insurance supersedes any insurance obligation imposed on the District in the MOU. The District shall insure that University receives immediate notification of reduction in or cancellation of coverage.

- 8) The University and District agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the limitations and defenses provided by Section 768.28, Florida Statutes.

Nothing herein is intended to serve as a waiver of sovereign immunity by the District or the University. Nothing herein shall be construed by District or the University to be sued by third parties for any matter arising out of or relating to this MOU.

- 9) If University is permitted to subcontract any of the work set forth in the Agreement, University shall ensure that each subcontractor complies with all provisions of the Agreement. University will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.
- 10) It is the policy of the District that directly negotiated contracted services authorized by District Policy 7.41 shall not be brokered. Specifically, the University must perform at least fifty percent (50%) of the services to be provided to the District in lieu of said services being provided by any subcontractor(s). Inasmuch as this Agreement is authorized by the District to be signed pursuant to Policy 7.41, the University represents and warrants to the District that at least fifty percent (50%) of the services to be provided under this Agreement will be provided directly by the University.
- 11) This Memorandum of Understanding includes and incorporates the terms of the "Addendum to Clay and UNF Memorandum of Understanding" a copy of which Addendum is attached hereto
- 12) This Memorandum of Understanding shall take effect on the date of execution by all parties and shall terminate at the end of the 2020-2021 school year.

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____

David Broskie,
Superintendent of Schools

By: _____

Mary Bolla, Chairman

Form Approved:

By: _____

Office of Legal Services

Calculations for Resident Clinical Faculty Salary

Benefits @ 31.47%

Retirement = 10.00%

FICA/Medicare = 7.65%

Health = 12.37%

Workers Compensation = 1.43%

Name of Employee	Salary Benefits	Total Salary plus Benefits	50%
Rosa Leigh Newlin	\$ 48,100.00	\$ 15,137.07 \$ 63,237.07	\$ 31,618.54
Shaundricka Hopc	\$ 47,100.00	\$ 14,822.37 \$ 61,922.37	\$ 30,961.19

Total \$ 62,579.72

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES



SCH By: _____
 Scott Bennett, Interim Vice President for Administration and Finance

By: Diane Yendol-Hoppey
 Diane Yendol-Hoppey, Dean
 UNF College of Education and Human Services

Addendum to Clay UNF Memorandum of Understanding
(Professional Development Schools Program)

The University worked in collaboration with District personnel to select partnership schools for Fall 2019 and Spring 2020. For each selected partnership school, there is an attached addendum to be included with the MOU. This will be approved by both the District and the University, identifying the school, the courses taught, the student selection process, and the scope of activities.

Grove Park Elementary School: Fall 2020

Courses:

- EDE4943: Practicum II: Student Internship
- EDF3945: Field Laboratory I
- EDF3946: Field Laboratory II
- EDG3321: Elementary Field Experience I
- EDG3322: Elementary Field Experience II
- EDG3xxx: Elementary Field Experience III (number to be assigned by the SUS).
- LAE3211: Literacy Instruction and Assessment
- LAE4312: Differentiating Instruction for Literacy
- TSL4340: TESOL Methods and Curriculum

Students: Undergraduate

Scope of Work: Professional Development School; Ms. Shaundricka Hope will serve as the Resident Clinical Faculty member for Grove Park Elementary. District/University established partner schools in the Grove Park “family” of schools includes W.E. Cherry Elementary and S. Bryan Jennings Elementary. Shaundricka Hope will oversee the field placements and course work at these schools.

Selection: Students will self-select for the co-requisite courses offered at Grove Park. Students will be placed by the University and District at Grove Park for their internship.

Orange Park High School: Spring 2020

Courses:

- ESE4943: Student Internship
- ESE6947: Professional Internship
- EDF3945: Field Laboratory I
- EDF3946: Field Laboratory II
- TSL4340: TESOL Methods and Curriculum
- TSL4324: TESOL for Content Area Teachers

Students: Undergraduate

Scope of Work: Professional Development School; Dr. Rick Chant will serve as Faculty in Residence for Orange Park High School. Ms. Rosa Newlin will serve as the Resident Clinical Faculty member for Orange Park High School. The FIRs and RCF will provide instruction for students enrolled in courses as well as provide professional support, including but not limited to curricular planning and instruction, for and with the teachers, staff and administration OPHS.

Selection: Students will self-select for the co-requisite courses offered at Orange Park High School. Students will be placed by the University and District at Orange Park High School for their internship.

Orange Park Junior High School: Fall 2019

Courses:

- ESE4943: Student Internship
- ESE6947: Professional Internship
- EDF3945: Field Laboratory I
- EDF3946: Field Laboratory II
- TSL4340: TESOL Methods and Curriculum
- TSL4324: TESOL for Content Area Teachers

Students: Undergraduate

Scope of Work: Professional Development School; Dr. Rick Chant will serve as the Faculty in Residence at Orange Park Junior High School. Ms. Rosa Newlin will serve as the Resident Clinical Faculty member for Orange Park Junior High School.

Selection: Students will self-select for the co-requisite courses offered at Orange Park Junior High School. Students will be placed by the University and District at Orange Park Junior High School for their internship.

* All onsite instruction will be provided by a UNF faculty member.