

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

Contract # 230029  
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 \$100,00.00

Date Submitted: 08/17/2022

Name of Contract Initiator: Jennifer Shepard

Telephone #: 9043366951

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: Oklahoma State University

Contract Title: OSU PEU MOU

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract #

Contract Term: There is not a defined term. 3 Renewal Option(s):

Contract Cost: \$0

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # \_\_\_\_\_

Funding Source: Budget Line # \_\_\_\_\_

**NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

**INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- Completed Contract Review Form
- SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- SIGNED Addendum A (if not an SBAO Template Contract)\*

\*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: see attached email

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

SBAO  
8/25/2022

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department Review Date: <u>B78</u> <u>8/18/22</u>	<u>No Cost</u> <u>See Section 7 about Student purchasing COI (No term date)</u>
School Board Attorney Review Date: <u>dB</u> <u>9.7.22</u>	<u>Does our Name need to be fixed? DON'T</u> <u>yes</u> <u>see clause pg. 2+3</u>
Other Dept. as Necessary Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> <b>APPROVED</b> DATE: <u>9.14.22</u>

Memorandum of Understanding  
between  
OKLAHOMA STATE UNIVERSITY  
PROFESSIONAL EDUCATION UNIT  
and  
School Board of Clay County, Florida  
for  
FIELD CLINICAL EXPERIENCES

This UNDERSTANDING made and entered into this day of August 1, 2022, by and between the Oklahoma State University Professional Education Unit, party of the first part, hereinafter referred to as "OSU PEU," School Board of Clay County, party of the second part, hereinafter referred to as "SBCC." Oklahoma State University students participating in an approved OSU PEU field or clinical experience course will be referred to as OSU PEU candidates.

SECTION 1 SBCC agrees to provide the authorization, supervision, and instruction of OSU PEU candidates completing the field and clinical experiences component of the teacher preparation program. This would include activities such as a) observation, b) teacher job-shadowing, c) student teaching, d) advanced certification internships/practicum, and e) other activities as approved by both the OSU PEU and SBCC. OSU PEU requires all candidates to have a cleared Oklahoma State Bureau of Investigation (OSBI) name check prior to being placed in any field experience or clinical practice. OSU PEU will not place a candidate without a clear OSBI check, but the completion of a cleared OSBI name check will not necessarily require SBCC to accept that OSU PEU candidate in a field or clinical experience. All placements should be mutually acceptable to both parties and either party may withdraw a candidate from the program if they believe it is not in the best interest of the candidate, faculty member, or the program to continue. Procedures for problem solving are detailed in the Handbook for Cooperating Teachers, Supervisors, and Principals. The OSU PEU will provide the appropriate forms, collect the fees, and provide the information to SBCC. The completed OSBI report will be valid for up to four (4) years while the candidate is enrolled at OSU.

SECTION 2 SBCC agrees to accept OSU PEU candidates for assignment in the public schools with cooperating teachers, administrators, and other related teaching personnel. SBCC further agrees the cooperating certified staff will give direct supervision to the OSU PEU candidates assigned and will work with a faculty member assigned by the OSU PEU in directing and evaluating the field or clinical experience.

SECTION 3 The OSU PEU agrees to award *Certificates of Professional Development* (CPD) for SBCC certified staff who supervise OSU PEU candidates. Each cooperating certified staff member who singly supervises a student teacher for 12 weeks will receive a three hour CPD. For each 360 hours of clinical observations, a one hour CPD will be awarded to SBCC. This certificate provides a tuition waiver for the continuing professional development of certified staff member. Cooperating teachers must complete an online evaluation of candidate performance prior to the last day of the semester serving as a cooperating teacher; failure to do so will result in no CPD being issued for that cooperating teacher. The cooperating certified staff member of record can transfer the certificate to another SBCC certified, contracted staff member with the approval of the superintendent. Certificates cannot be sold. If a certified staff member chooses not to redeem the certificate, it must be redeemed by another member of the SBCC certified staff following all OSU PEU and district procedures. The donating certified staff member (or superintendent

approved district administrator with documentation of donation), the certificate recipient and the superintendent must sign the certificate in order to complete the transfer. Certificates must be used during the semester in which course work is completed and will expire after 18 months. Lost CPDs cannot be replaced. No more than 6 hours of certificates may be redeemed by any one person during a semester or summer session. Certificates can only be used to pay for resident, correspondence or extension courses.

SECTION 4 The OSU PEU agrees to provide or arrange for non-credit staff development training related to supervision for those teachers desiring to serve as supervisors of teacher candidates and other clinical experiences. All instructors (tenure-track faculty, adjunct faculty, visiting faculty, and graduate teaching assistants or associates) are required to complete FERPA training. As part of our national accreditation, we are required to teach and assess the professional dispositions of our candidates throughout their coursework. Remediation is provided for any candidate receiving a low score on any element in each course. The elements in this assessment include ethics, professionalism, commitment to education, respect for diversity, work ethic, communication, learner attributes, cooperative/collaborative nature, and flexibility.

All OSU candidates are protected under FERPA. Mentor teachers with concerns about a candidate should communicate with their own administrator/principal and/or Dr. Kathy Thomas in the OSU PEU for elementary candidates or Mr. Rodney Nichols for secondary candidates.

SECTION 5 All field experience forms will be initially processed for each course and each semester through the OSU PEU Field and Clinical Experiences office. Forms processed by the OSU PEU will be given to the designated SBCC district personnel for further processing and site placement.

SECTION 6 The OSU PEU agrees to provide SBCC a report of the year's activities with field and clinical experiences including the schools involved, the various experiences and activities that occurred and the number of CPDs and hours awarded to SBCC teachers and the district.

SECTION 7 All OSU employees are covered by professional insurance for their actions performed within the scope of their employment. OSU will provide liability insurance for candidates placed in Clay County Schools. See attached C.O.I.

SBCC will maintain adequate insurance to provide coverage for the liabilities arising from the acts and/or omissions of employees, representatives or agents of SBCC who are participating in the internship program with OSU. SBCC will not be responsible for maintaining coverage for any liability arising from the acts and/or omissions of the candidates, employees, representatives or agents of Oklahoma State University. Worker's compensation coverage is not provided to the OSU candidate by SBCC.

SECTION 8 UNDERSTANDING begins August 1, 2022, and may be renewed by August 1, 2023 memorandum of understanding between the two parties.

By: Shelbie Witte  
Dr. Shelbie Witte  
Senior Director, OSU Professional Education  
College of Education and Human Sciences  
Date: 08-01-2022

By: \_\_\_\_\_  
SBCC  
Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 615 East Britton Road Oklahoma City OK 73114	CONTACT NAME: PHONE (A/C, No., Ext): 405-235-6633	FAX (A/C, No): 405-235-6634
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Casualty Company of Reading, PA	20427
OKLASTA-01  Oklahoma State University 618 N Monroe Stillwater, OK 74078-8062	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 1738293110

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE PER STATUTE OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y/N <input type="checkbox"/> N/A E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liab			127298055	4/25/2022	4/25/2023	Limit Aggregate	\$1,000,000 \$5,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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