

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

Contract # 230067  
 Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:  
**BOARD**  
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED  
 Must Have Board Approval over \$100,000.00

Date Submitted: 10/31/2022

Name of Contract Initiator: Jennifer Shepard

Telephone #: 904-336-6951

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: TeachNow, Inc. dba Moreland University

Contract Title: TeachNow dba Moreland University Placement Site Agreement

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract #

Contract Term: 5 Years

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) - When using the Addendum A, 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)
- Release and Hold Harmless (If Applicable)

PURCHASING RECEIVED  
 NOV 31 2022

**RECEIVED**  
 11/2/2022  
 SBAO

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

| CONTRACT REVIEWED BY:  | COMMENTS BELOW BY REVIEWING DEPARTMENT   |
|--|--|
| Purchasing Department<br>Review Date: <u>11/1/22</u><br><i>B78</i>       | <u>NO COST</u>   |
| School Board Attorney<br>Review Date: <u>11/16/22</u><br><i>JTB</i>      | <u>changes all pages, done</u>   |
| Other Dept. as Necessary<br>Review Date:                                 |  |
| PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO | IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR                            |
| FINAL STATUS   | <input checked="" type="checkbox"/> <b>APPROVED</b> <i>[Signature]</i> DATE: <u>12.12.22</u> |

## PLACEMENT SITE AGREEMENT

**THIS PLACEMENT SITE AGREEMENT (“Agreement”)** is made and entered into as of the date last signed below (the **“Effective Date”**), by and between The School Board of Clay County, Florida, located at 900 Walnut Street, Green Cove Springs, Florida 32043 (**“Placement Site”** or **“You”**), and TeachNow, Inc., a Delaware corporation, dba Moreland University, located at 1701 K Street, N.W., Suite 250, Washington, DC 20006 (**“Moreland University”** or **“We”**). Together, Placement Site and Moreland University are **“Parties”** to this Agreement and, individually, a **“Party”** to this Agreement.

### Moreland University’s Role

- 1) Placement. Based on successful completion of the Teacher Preparation Program (**“Program”**) requirements, we will determine when a teaching candidate (**“Candidate”**) is eligible to participate in clinical practice teaching at the Placement Site and propose the Candidate to you on the form attached hereto as **Exhibit A** for your confirmation.
- 2) Proficiency. We are ultimately responsible for ensuring that all Candidates demonstrate an acceptable level of proficiency before they are allowed to complete the Program or begin participating in clinical practice teaching.
- 3) Virtual Mentor. If we propose the Candidate and there is not a Mentor available at the school, we will appoint a virtual mentor for the Candidate. Mentors observe Candidates, provide feedback, and conduct informal and formal evaluations on a set of rubrics that we will provide to the Mentor. Mentors also communicate any concerns with the Candidate’s Clinical Instructor in order to support the Candidate’s growth and provide remediation if needed.
- 4) Clinical Placement Officer. We will appoint a Clinical Placement Officer who will serve as your first point of contact during the clinical placement process, prior to the actual clinical practice experience with the Clinical Instructor. If needed, the Clinical Placement Officer will coordinate with other Moreland University staff or administration to provide additional support or assistance.
- 5) Clinical Instructor. The Candidate’s Clinical Instructor is the first point of contact about a Candidate during the clinical practice experience. If needed, the Clinical Instructor will coordinate with other Moreland University staff or administration to provide additional support or assistance.
- 6) Site Requirements. We require Candidates to complete all placement site requirements, including a criminal background check as required by Placement Site and Florida law.

### Placement Site’s Role

- 1) Confirmation. You will confirm a Candidate’s placement at your site and let us know of any staff or administrative changes that impact the Candidate’s placement during the clinical practice experience. You will provide the Candidate with applicable policies and procedures and a structured, supervised educational learning experience in a safe environment during the 12-week clinical practice. You understand that as a prospective teacher, the Candidate will not replace staff of the Placement Site.
- 2) Mentor. If you do not employ the Candidate, you will appoint a qualified, experienced teacher whom you employ to serve as a mentor for the Candidate. The Mentor must complete Moreland University’s orientation and adhere to the guidelines published in Moreland University’s *Mentor Handbook*, including the evaluation procedures for assessing the Candidate’s performance. An eligible Mentor must either have National Board Certification from the National Board for Professional Teaching Standards or satisfy the following criteria:
  - a) At least three years of teaching experience at the P-12 school level;



- b) Preferably have experience teaching at the grade level (e.g., elementary or secondary) for which the Candidate is seeking certification, and preferably in the same subject field as the Candidate;
  - c) Receive a recommendation from the school district or school where the Mentor works; and
  - d) Complete the virtual training provided by Moreland University staff.
- 3) Site Director. You will assign and designate a Site Director who will be responsible for planning and administering clinical practice teaching at the Placement Site. This point of contact is typically the Mentor, but alternatively could be the building principal or other designee.
- 4) Facilities, Equipment and Supplies. You will provide adequate space, equipment and supplies to enable our Candidate to meet the requirements of the clinical practice experience.
- ✓ 5) Video Recording. Consistent with any required consents and privacy requirements, you will permit Candidates to video their teaching. The primary purpose of these recordings is to assess Candidates and provide feedback regarding their performance. The recording may also be used to help improve Moreland University's curriculum, instruction, and faculty training. The recordings will typically be viewed only by the Candidate, our faculty, administrators, other Moreland University candidates, and, if needed, the Mentor or administrators at the school. Video recordings will be shared only for instructional or Program improvement purposes. We will share videos with third parties only if, in our exclusive opinion, doing so is required by law or needed to protect the safety or rights of any person. These videos will capture typical classroom activities, and students in the classroom may therefore be seen, heard, and/or referenced by name in the recordings as part of normal classroom participation.

#### **Indemnification and Insurance**

- 1) Moreland University agrees to indemnify and hold the Placement Site and its officers, directors, agents, employees and trustees harmless from and against any and all third-party tort liabilities, claims, actions, causes of action, losses, damages or expenses, including reasonable attorneys' fees, caused or arising out of the gross negligence of the employees of Moreland University acting within the scope of their duties under this Agreement.
- ✓ 2) The Placement Site agrees to indemnify and hold Moreland University and its officers, directors, agents, employees and trustees harmless from and against any and all third-party tort liability, claims, actions, causes of action, losses, damages or expenses, including reasonable attorneys' fees, caused or arising out of the gross negligence of the employees of the Placement Site acting within the scope of their duties under this Agreement within the sovereign immunity limitations of Florida statute 768.28.
- ✓ 3) Moreland University agrees to maintain commercial general liability insurance including contractual liability insurance and professional liability insurance, with limits not less than \$1 million per occurrence and \$2 million annual aggregate, and further agrees that, with respect to insurance coverage maintained by it, the Party will provide evidence of such insurance upon request and notify the other Party as soon as possible and cooperate in the investigation and/or settlement of any loss or damage or potential loss or damage arising out of this Agreement.
- 4) You understand that Moreland University is not liable to you in any way related to the placement except to the extent of Moreland University's indemnification obligations under this agreement. This means that unless Moreland University is negligent in making the placement or committed a fraudulent act or made a fraudulent omission in making the placement, by signing this agreement, you waive any right or claim that you may have against Moreland University relating to the

placement of the candidate at the Placement Site. You agree that shall not sue or bring any claim against Moreland University based on any claim brought by a candidate.

### **FERPA; Privacy**

The Parties recognize that the Family Educational Rights and Privacy Act (“FERPA”) imposes strict restrictions on, and penalties for, improper disclosure or redisclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five years (20 U.S.C. § 1232g; 34 C.F.R. Part 99). The Parties also recognize that certain foreign, state and local laws also prohibit disclosure and redisclosure of student or other confidential information, as those laws may be amended from time to time. Therefore, both Parties will ensure that the dissemination and disposition of educational records complies at all times with state law and, to the extent pertinent, FERPA and any subsequent amendments thereto. Personally identifiable information regarding a student or students obtained by the Parties in the performance of this Agreement will not be disclosed or redisclosed to third parties without written consent of the student and must be used only for the purposes identified in this Agreement.

### **Miscellaneous**

- 1) **Nonexclusive.** This Agreement is nonexclusive; the Parties can enter into agreements like this one with other institutions at any time.
- 2) **Nondiscrimination.** The Parties place Candidates in clinical practice teaching without regard for race, sex, color, religion, national origin or ancestry, age, marital status, disability, veteran’s status, personal appearance, gender identity or expression, sexual orientation, familial status, family responsibilities, political affiliation, source of income, or any other protected status in accordance with law.
- 3) **Term.** This Agreement shall continue for five (5) years after the Effective Date unless terminated by either Party. Termination of the Agreement requires ninety (90) days’ prior written notice to the other Party. Should notice of termination be given, any Candidates who are already assigned to complete their clinical practice at the Placement Site shall be allowed to continue until the experience is finished.
- 4) **Notice.** Notice under this Agreement shall be as follows:

To the Placement Site:     The School Board of Clay County, Florida  
  900 Walnut Street  
  Green Cove Springs, FL 32043

To Moreland University: Moreland University  
  TEACH-NOW Graduate School of Education  
  1701 K Street NW, Suite 250  
  Washington, DC 20006

- 5) **Choice of Law.** All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that could cause the application of the laws of any jurisdiction other than the State of Florida.
- 6) **Venue.** The Parties understand and expressly agree that any litigation concerning this Agreement must be brought in the courts located in Clay County, Florida.
- 7) **Entire Agreement; Amendment.** This Agreement shall supersede any and all prior agreements between us regarding the placement and supervision of Candidates for clinical practice. The Parties can amend the terms and conditions of this Agreement, but only when done in writing and agreed to by both Parties.

- 8) No Third-Party Beneficiary. This Agreement is for the sole benefit of the Placement Site and Moreland University. No Candidate or other third party shall be a beneficiary of, or have any right to enforce, the terms of this Agreement.
- 9) Counterparts. This Agreement and any addenda may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

**MORELAND UNIVERSITY**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THE SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit A

# Clinical Practice Placement

|   |  |  |    |
|---|--|--|----|
| Candidate Name  |  |  |    |
| Program Name  | TEACH-NOW® Teacher Preparation Program |  |    |
| Placement Site  |  |  |    |
| Employed by Placement Site?                                   | Yes                                    |  | No |
| Start Date of Placement                                       |  |  |    |
| End Date of Placement   |  |  |    |
| Placement Schedule (i.e., M-F full days; M-F half-days, etc.) |  |  |    |
| Grade Level(s) of Placement                                   |  |  |    |
| Mentor  |  |  |    |
| Site Director   |  |  |    |
| Clinical Placement Officer                                    |  |  |    |
| Clinical Instructor   |  |  |    |





# CERTIFICATE OF LIABILITY INSURANCE

9/30/2023

DATE (MM/DD/YYYY)  
10/25/2022

**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).**


|  |  |                       |
|--|--|-----------------------|
| <b>PRODUCER</b><br>Lockton Companies<br>1801 K Street NW, Suite 200<br>Washington DC 20006<br>(202) 414-2400 | <b>CONTACT NAME:</b>                                       |                       |
|  | <b>PHONE (A/C, No, Ext):</b>                               | <b>FAX (A/C, No):</b> |
|  | <b>E-MAIL ADDRESS:</b>                                     |                       |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>                       |                       |
|  | <b>INSURER A:</b> American Casualty Company of Reading, PA | <b>NAIC #</b> 20427   |
|  | <b>INSURER B:</b> The Continental Insurance Company        | <b>NAIC #</b> 35289   |
| <b>INSURER C:</b> Transportation Insurance Company   | <b>NAIC #</b> 20494  |                       |
| <b>INSURER D:</b>  |  |                       |
| <b>INSURER E:</b>  |  |                       |
| <b>INSURER F:</b>  |  |                       |

**COVERAGES**                      **CERTIFICATE NUMBER:** 19066240                      **REVISION NUMBER:** XXXXXXXX

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  |
|----------|---|-----------|----------|------------------------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | N        | 6050353717                         | 9/30/2022               | 9/30/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY                        | Y         | N        | 6050353703                         | 9/30/2022               | 9/30/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  | Y         | N        | 6050353748                         | 9/30/2022               | 9/30/2023               | EACH OCCURRENCE \$ 25,000,000<br>AGGREGATE \$ 25,000,000<br>\$ XXXXXXXX   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N  | N/A      | 6050353720(AOS)<br>6050353734 (CA) | 9/30/2022<br>9/30/2022  | 9/30/2023<br>9/30/2023  | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The School Board of Clay County, Florida are included as additional insured with regards to General Liability, Automobile Liability and Umbrella Liability as required by written contract.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b>   | <b>CANCELLATION</b> See Attachment  |
| 19066240<br>The School Board of Clay County, Florida<br>900 Walnut Street<br>Green Cove Springs, FL 32043 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |