

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

Contract # 230126  
Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:  
**5/4/2023**  
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: 3/30/2023

Name of Contract Initiator: Jennifer Shepard Telephone #: 904-336-6951

School/Dept Submitting Contract: Professional Learning Cost Center # 9009

Vendor Name: Central State University

Contract Title: Central State University MOU

Contract Type: New  X Renewal  Amendment  Extension  Previous Year Contract #

Contract Term: 05/04/2023-05/04/2025 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)

**RECEIVED**  
4/6/2023  
SBAO

RECEIVED  
APR - 4 2023  
PURCHASING

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department B78	what Handbook listed on page 2?
Review Date 4/4/2023	
School Board Attorney JB	(1) deletion Pg. 2 (2) COI expires 7/23. Need update.
Review Date 4/18/23	
Other Dept. as Necessary	
Review Date	

PENDING STATUS:  YES  NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS:  **APPROVED** DATE: 5/1/23



**College of Education**  
1400 Brush Row Road  
P.O. Box 1004  
Wilberforce, OH 45384  
937-376-6225 FAX 937-376-6314

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CENTRAL STATE UNIVERSITY'S COLLEGE OF EDUCATION  
AND SCHOOL BOARD OF CLAY COUNTY**

This agreement is made and entered into by and between Central State University's (CSU) College of Education, hereinafter referred to as the College and School Board of Clay County, hereinafter referred to as the District.

1. The College agrees to assume responsibility for the following tasks:
  - a. planning and executing the student teaching program and field courses curriculum, faculty supervisory assignments with consultation from school partners;
  - b. ensuring that methods candidates and student teachers are fully admitted to their teacher education programs and are informed of District policies and regulations including dress codes and professional standards of behavior in and out of the classroom as well as their presence on social media;
  - c. certifying that all students placed within the school district have clear BCI and FBI criminal background checks on file with the College. No student will be placed in the school district with a disqualifying criminal conviction as listed in O.R.C. 3319.39;
  - d. completing and forwarding required information and materials by the District such as handbooks, etc.;
  - e. ensuring that candidates and student teachers understand that they are not permitted to contact District principals or cooperating teachers to make their own placements;
  - f. placing only observation and methods candidates and student teachers who have met criteria for such placement under College and District policies and regulations;
  - g. reviewing the CSU methods and student teaching handbooks with all critical stakeholders and following all guidelines and requirements;
  - h. assigning competent and experienced College faculty supervisors to oversee candidates' field assignments and student teaching;
  - i. providing preliminary and follow-up professional development, correction, written instructions such as the handbook etc., for all candidates and student teachers in the field;
  - j. requesting and adhering to District guidelines, protocol, procedures, etc.;
  - k. providing appropriate professional development and incentives for the District cooperating teachers or other District personnel as needed; and
  - l. withdrawing or dismissing any university supervisor, methods candidate or student teacher found to be unacceptable to the District for reasons of poor performance or other reasonable grounds.

**Memorandum of Understanding Between – CSU and School Board of Clay County**

4/27/2023

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2. The District agrees to assume responsibility for the following tasks:
- a. providing opportunities for observation and methods candidates and student teachers to work in a learning and/or teaching classroom situations under the supervision of experienced, licensed, professional teachers;
  - b. assuming and maintaining responsibility for the placement of observation and methods candidates as well as student teachers;
  - c. allowing cooperating teachers time to participate in College training and preparation training;
  - d. assigning agreeable, experienced, licensed, professional cooperating teachers;
  - e. ~~following the policies and procedures as listed in the College handbooks: sle\*~~
  - f. notifying the College of changes in the licensure status of any cooperating teacher;
  - g. maintaining confidentiality of candidates' records and data subject to the provisions of state and federal statutes; and
  - h. supplying the university supervisor with required District paperwork, forms, and information.

3. General provisions:

- a. The term of this agreement shall commence on: 5/4/2023  
and end on: 5/4/2025
- b. Any amendments to this agreement must be made in writing.

\*Approved by CSU legal department.

School District: School Board of Clay County

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

University: Central State University

Signature: \_\_\_\_\_

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

Print Name: F. Erik Brooks

Title: Provost and Vice President of Academic Affairs

College: College of Education

Signature: \_\_\_\_\_

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

Print Name: Lillian D. Drakeford

Title: Interim Dean



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/7/2022

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> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Jennifer Webber
	<b>PHONE (A/C, No, Ext):</b> 630-773-3800 <b>FAX (A/C, No):</b> 630-285-4062 <b>E-MAIL ADDRESS:</b> Jennifer_Webber@ajg.com
<b>INSURED</b> Central State University Attn: Milton Thompson P.O. Box 1004 1400 Brush Row Road Wilberforce OH 45384	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Inter University Council - Insurance Consortium
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 303407873      **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
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			IUCIC-GL-JULY 2022-2023	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			IUCIC-GL-JULY 2022-2023	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Limits shown are excess of the Self-Insured Retention. You are included as an Additional Insured on the Commercial General Liability and Automobile Liability policy where Central State University is obligated as a result of any contract or agreement entered into prior to loss that requires Central State University to furnish insurance to you provided by the General Liability and/or Automobile liability policy.

<b>CERTIFICATE HOLDER</b>  Central State University 1400 Brush Row Road Wilberforce OH 45384	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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## V. WHO IS INSURED UNDER THIS AGREEMENT

The **Member Institutions** named in Endorsement 1 and any owned or controlled **covered entities** of an Insured institution are **Insureds**.

Who is an **Insured** includes the following: **trustees**, directors, board members, **officers** or commissioners. Any past, present or future **trustees**, governing board directors or **officers** of a **Member Institution** while acting within the scope of their duties on behalf of that **Member Institution**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt **trustees**, governing board directors, or **officers**; and spouses or domestic partners of governing board directors or **trustees** to the extent they are involved in **claims** solely because of their status as spouses or domestic partners;

At the option of the **Member Institution**, any:

- **Student teachers**. Any student teacher teaching for you as part of their educational requirements is an **Insured**. But only for covered **injury or damage** that results from their duties for you.
- **Student interns**. Any student of a **Member Institution** while serving in a supervised internship program in the satisfaction of course requirements, but only with respect to such student's conduct within the scope of the intern program.
- **Students** of the **Member Institution** while acting at the direction of, complying with the policies governing conduct at, or performing services primarily for or on behalf of, the **Member Institution**.

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### IUC Risk Management & Insurance Consortium Joint Self-Insurance Pool General Liability Coverage Agreement

- **Faculty and teaching assistants**. Any faculty member or teaching assistant, but only with respect to their duties as the **Member Institution's** faculty members or teaching assistants.
- **Committee members**. Any committee members or representatives to any educational associations of which the **Member Institution** is an **Insured** including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and the U.S. Department of Health and Human Services), but only with respect to their duties as the **Member Institution's** committee members or representatives to such educational associations.