

**2018-2019 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 2018-2019 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 experiences 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.

Participation by the District and the University of North Florida will involve the following:

- 1) By the end of the 2017 Fall term, College of Education and Human Services personnel and officials to be designated by the District will identify two experienced, exemplary District teachers to serve as Resident Clinical Faculty of the University for the 2018-2019 academic year.
- 2) During the 2018-2019 academic year, each selected Resident Clinical Faculty will hold the University courtesy title of Clinical Instructor, participate in a wide variety of professional growth activities and action research, receive training in the areas of clinical supervision and various instructional strategies that are intimated into the University internship/field experiences component, the District professional development component, and appropriate school improvement components of the district.
- 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.
- 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 teacher salary and benefits for each of the two Resident Clinical Faculty during the 2018-2019 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.

Kathleen Moeller
Director of Professional Development, Leadership, ESOL, & School Choice and Charter
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

- 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.

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____
Addison Davis,
Superintendent of Schools

By: _____
Carol Studdard, Chairwoman

Form Approved:

By: _____
Office of Legal Services

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

By: _____
Shari Shuman, Vice President

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