

**2022-2023 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 2022- 2023 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 clinical experiences (internship and field components) 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. Resident Clinical Faculty: College of Education and Human Services personnel and officials designated by the District will collaboratively identify two experienced, exemplary District teachers to serve as Resident Clinical Faculty of the University for the 2022-2023 academic year.

During the 2022-2023 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 clinical 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.

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 at least one cohort of teacher candidates 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.

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 2022-2023 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.

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.

2. Substitute Teaching. UNF COEHS, the District, and Kelly Services are piloting a substitute teaching initiative. At all times during which an Intern is serving as a substitute teacher, the District will ensure that the student is under contract with Kelly Services and being engaged and paid by Kelly Services. At no time during which the Intern is substitute teaching will the Intern be an employee of either the District or the University or be entitled to additional compensation by either the District or the University.

The parties acknowledge that the University is not a party to or a third party beneficiary of the Kelly Services, but that such substitute teaching may fulfill certain University curricular requirements.

3. Information Sharing: Student Records.

- a. With respect to information sharing set forth in Exhibit A, the Parties agree to the following:

- i. To promote to the fullest extent permissible and in compliance with federal law and Florida Statutes (including but not limited Sections 1002.22, 1002.221 and 1002.97, Florida Statutes, and Family Educational Rights and Privacy Act (FERPA) codified at 20 U.S.C. 1232g and its regulations codified at 34 CFR part 99) regarding the sharing of PII in student education records and information relevant to the purpose of this MOU.
 - ii. That for purposes of this MOU, each Party shall function as an agent of the other Party with regard to accessing student record information necessary for each Party's performance of its program and alignment of the programs to facilitate improving instruction and quality education. Each Party agrees to the following conditions, as required by 20 U.S.C. section 1232g and 34 C.F.R. section 99.31 (FERPA): (a) Each Party is performing a service or function for which the other Party would otherwise use its employees; (2) Each Party is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) each Party is subject to the requirements of 34 C.F.R. section 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.
 - iii. That each Party shall use the PII received from the other Party in partnership in the legitimate educational interest of developing and administering

predictive tests, and improving instruction of students, by reviewing the PII to identify best practices and effects on student outcomes, which students need supports and to modify those supports in response to data, aligned with the requirements listed in 34 C.F.R. section 99.31 of the Family Educational Rights and Privacy Act (FERPA). Each Party understands and agrees that the use of the PII shall only be for the express purposes set forth in this MOU, and no other use is authorized.

- b. With respect to PII within the student education records to be shared pursuant to the terms of this MOU, each Party to this MOU agrees to protect the rights of students and clients with respect to records created, maintained, and used by each Party in accordance with state and federal law. It is intended that parents/guardians, students and clients have the rights of access, challenge and privacy with respect to educational records and reports, and that there shall be strict adherence to all applicable laws and regulations pertaining to those rights. To effectuate compliance with legal requirements, the Parties agree to the following regarding the student information to be shared pursuant to this MOU:
 - i. The Parties hereby agree to share electronic student PII across systems, in full compliance with state and federal confidentiality requirements, particularly FERPA, for purposes of each Party's educational studies and for the improvement of student education.
 - ii. The Parties acknowledge that, during the term of this MOU, confidential information of a special and unique nature will be disclosed to each other. Each Party will protect confidential information received from the other Party in a manner that will not permit the personal identification of a child or his or her parent, including foster parent, by persons other than those authorized to receive the records, and each Party shall protect the confidential information from unauthorized access, use or re-disclosure.
 - iii. Each Party shall establish a mutually agreed upon limitation regarding the number of users with access to the student information; it being understood that each Party's authorized personnel (whether paid or non-paid staff) must be under the direct control of the Party with respect to the use and maintenance of the records to be disclosed pursuant to this MOU. Each Party shall deliver in writing its respective authorized representative(s), each of whom shall be only those person(s) who need the confidential information to perform their official duties in connection with the uses of the data authorized in this MOU and each Party's authorized representative(s) (whether paid or non-paid staff) must be under the direct control of the Party with respect to the use and maintenance of the records to be disclosed pursuant to this MOU.
 - iv. Any use, disclosure, or re-disclosure of the confidential information provided by each Party to the other Party not expressly permitted by this MOU is unauthorized and prohibited. Each Party must ensure that their respective authorized personnel are informed about and aware of the prohibitions regarding the use, disclosure and re-disclosure of any confidential information provided pursuant to this MOU. Notwithstanding the terms of this section, either Party may disclose confidential information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized

government agency, provided that the disclosing Party must provide the other Party prompt notice of the order and at the other Party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

- v. Each Party shall take all steps necessary to safeguard the confidentiality of the data received. Each Party must develop, implement, maintain and use reasonable and appropriate administrative and internal controls, and technical and physical security measures to preserve the confidentiality, integrity, and availability of all data electronically maintained, used, stored, or transmitted pursuant to this MOU.
- vi. Each Party represents to the other Party that each Party: (a) will take appropriate measures to bind each authorized representative of such Party to the requirements of this MOU, and (b) has adopted appropriate disciplinary policies for any of each Party's respective authorized employees who may violate the requirements set forth in this MOU (including, in appropriate circumstances, termination of employment).
- vii. The confidential information of either Party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that Party. Neither Party shall possess nor assert any lien or other right against or to confidential information of the other Party.
- viii. Each Party agrees to report in writing within two (2) business days to the other Party any use, disclosure, or re-disclosure of confidential information not authorized by this MOU. Such report must identify: (i) the nature of the unauthorized use, disclosure, or re-disclosure; (ii) the data used, disclosed, or re-disclosed; (iii) the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure; (iv) what the reporting Party has done or will do to notify affected persons and to mitigate any deleterious effect of the unauthorized use, disclosure, or re-disclosure; and (v) what corrective action the Party has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.
- ix. The University agrees that the School shall have the right to review, prior to the University publishing any report or findings related to the study, in order for the School to verify proper techniques are used to avoid any unauthorized disclosure of PII (It being understood that the PII of students and parents/guardians are to be shared with each Party's authorized representative(s) for the limited purpose of conducting the study pursuant to this MOU, but that results of the study shall not be published in any manner that violates the privacy or confidentiality of the parents and students involved).
- x. Upon the expiration or termination of this MOU, each Party shall, within sixty (60) days, destroy any and all records containing PII received from the other Party. Each Party shall send written notice to the other Party confirming this requirement has been achieved. This covenant shall survive the expiration or termination of this MOU.

4. FERPA. A copy of the MOU and the Addendum will be shared with the Chief Operating Officer of the Kelly Services. A written assurance from the Kelly Services that Kelly Services, in connection with an Intern's engagement as a substitute teacher, will comply, to the extent applicable, with FERPA, as more particularly provided in section 5(c) of the Agreement.
5. Term: Renewals. The term of this MOU commences on the Effective Date and expires July 31, 2023. Notwithstanding the foregoing, the Parties agree that the term of this MOU renewed and extended for four (4) additional one year renewal periods (with the last potential renewal expiring on September 30, 2027), unless both parties agree to a new or revised MOU to succeed this MOU or either Party provides ninety (90) days written notice to the other Party to terminate this MOU, with such termination date to be effective in ninety (90) days or such subsequent date specified in the notice. If this MOU is terminated for convenience as provided herein, both Parties will be relieved of all obligations under this MOU except for those obligations that expressly survive the expiration or termination of this MOU.
6. Default. In addition to the termination for convenience provisions set forth in section 5 Term Renewals, this MOU may be terminated upon an uncured event of default. Upon an event of default, the non-breaching Party shall send written notice to the breaching Party specifying the default. The breaching Party shall have ten (10) days to cure the default, and if the default cannot reasonably be cured within ten (10) days, the breaching Party shall initiate and diligently pursue the cure of the default until completion within thirty (30) days. If the default is not cured, then the non-breaching Party may immediately terminate this MOU upon written notice take such other action as may be necessary and appropriate to protect the interests of the affected parties.
7. No Fees. Neither Party shall be responsible for the payment of fees or expenses to the other Party for the performance of this MOU; it being understood that each Party shall be responsible for payment of its own respective costs (if any) to implement the provisions of this MOU.
8. Indemnification: Insurance. The University and the 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 waiver of sovereign immunity by the School or the University. Each Party certifies to the other Party that each such Party is self-insured pursuant to the provisions of §768.28(16), 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.
9. No Third Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by a third parties in any manner arising out of this MOU.
10. Non-Discrimination. Each Party represents and warrants to the other Party that such Party

does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with such Party's performance under the MOU on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Each Party further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the MOU.

11. Public Records. 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:

- Keep and maintain public records required by the District or the University in order to meet its obligations hereunder.
- 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.
- 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.

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
Green Cove Springs, FL 32043 (904) 336-6722

12. Insurance. 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.

13. Indemnification. 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.
14. Sovereign Immunity. 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.
15. Subcontractors. 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.

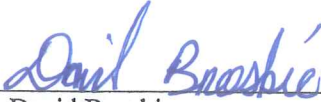
It is the policy of the District that directly negotiated contracted services authorized by District Policy 7.41 shall not be brokered. Specifically, the University must perform at least fifty percent (50%) of the services to be provided to the District in lieu of said services being provided by any 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.

16. Exhibits and Addenda. 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

This Memorandum of Understanding shall take effect on the date of execution by all parties and shall terminate at the end of the 2022-2023 school year.

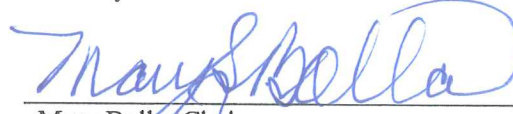
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By:



David Broskie
Superintendent of Schools

By:



Mary Bolla, Chairman
Office of Legal Services

THE UNIVERSITY OF NORTH FLORIDA, BOARD OF TRUSTEES

By:

DocuSigned by:
Scott Bennett

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SC# Scott Bennett, Vice President
Administration and Finance

By:

DocuSigned by:
JENNIFER KANE

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Jennifer Kane, Interim Dean
College of Education and Human Services

Calculations for Resident Clinical Faculty

Benefits @ 33.66%

Retirement = 11.91%

FICA/Medicare = 7.65%

Health = 12.37%

Workers Compensation = 1.43%

Name of Employee	Salary	Benefits	Total Salary plus Benefits	50%
Rosa Leigh Newlin	\$ 48,779.46	\$ 16,419.17	\$ 65,198.63	\$ 32,599.31
Shaundricka Hope	\$ 48,456.46	\$ 16,310.44	\$ 64,766.90	\$ 32,383.45
				<u>\$ 64,982.77</u>

EXHIBIT A
SCOPE OF STUDY AND PII TO BE DISCLOSED

Purpose of Study: The purpose of the study is to develop, validate and administer predictive tests, improve instruction for grades K through 12, and assess programs that provide the best outcomes in order to duplicate and improve those results throughout Clay County.

UNF agrees to the following:

1. Individual information for District teachers, and students will never be released to anyone who is not directly involved in the evaluation of the specific program for which the data is being provided.
2. If Personal Identifying Information (PII) is included in the data files used for the analysis, it will be removed at the first possible step to ensure data files are anonymized.
3. Provide an analysis of the outcomes of the University's educator graduates by program in in the District unless it identifies individual teachers.
4. Data files will be destroyed or returned to the District upon the completion of the analysis.

The District agrees to the following:

1. Educational information necessary for the evaluation of the curricular program will be provided for the evaluation after discussion with the analyst.
 - a. Student growth scores: The Council for the Accreditation of Educator Preparation (CAEP) and the Florida Department of Education (FDOE) require UNF to report student growth scores for each completer employed in a Florida public P-12 school.
 - b. Teacher Evaluation Results: CAEP requires evidence of teaching effectiveness from multiple data sources, including classroom observation.
 - c. Tripod Survey responses (the MET project): CAEP requires evidence of teaching effectiveness from multiple data sources, including student survey response, for purposes of triangulation.
 - d. Employer satisfaction survey: CAEP and FDOE require feedback from employers on program preparation to be used for program enhancement.
 - e. Completer satisfaction survey: CAEP and FDOE require feedback from completers about their preparation for teaching.
 - f. Completions' achievements, such as promotion or awards: CAEP requires documentation of UNF completers' achievements as part of the overall quality assurance system.
 - g. Employment verification from District Charter Schools: FDOE calculates the percentage of graduates employed when scoring continued program approval. Charter schools are not currently included in FDOE's data files, so UNF requests an annual verification of UNF graduates employed in District Charter Schools.
 - h. De-identified student data collected by field and internship students as part of their Impact on Student Learning projects: CAEP and FDOE require

evidence that candidates are prepared to assess and use data to improve student learning.

2. PII will be provided only at the level necessary for the accurate identification of participants in the program when needed.
3. The District's Office of Accountability and Assessment will work with the analyst at UNF to ensure only the information necessary for the analysis is shared and that the data provided is appropriately safeguarded.

Information to be Shared: Each Party shall only have access to the other Party's information on an as-needed basis for this MOU, and with "view only" access to the databases. The specific personally identifiable student information to be shared pursuant to this MOU is the following:

1. First name
2. Last name
3. District's School Name
4. Gender
5. Race
6. Disabilities - Y / N
7. Free and Reduced Lunch - Y / N
8. English as a second language - Y / N
9. Such other PII as the Parties reasonably determine is necessary to conduct the study contemplated by this MOU

**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 2022 and Spring 2023. There is an attached addendum for the elementary and secondary education levels 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.

Elementary PDS and Partner Schools

Grove Park Elementary (PDS)
S. Bryan Jennings Elementary (Partner School)
W. E. Cherry (Partner School)

Possible Undergraduate Courses:

- EDE 4990 Final Internship
- EDG 3321 Elementary Field Experience I
- EDG 3322 Elementary Field Experience II
- EDG 4442 Elementary Field Experience III

Scope of Work: Ms. Shaundricka Hope will serve as the Resident Clinical Faculty member for the Clay County Elementary PDS 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 serve as the liaison to UNF for the Elementary "family" of schools including but not limited to overseeing the field placements and course work at these schools.

Selection: Undergraduate teacher candidates are grouped into cohorts. Students will select to participate in a Clay County cohort. Each cohort is then assigned to the PDS or partner schools in the Elementary "family" of schools. The RCFs will work with each school's administration along with the UNF Director of Clinical Practice and Educational Partnerships as well as the UNF Clinical Program Manager to match teacher candidates with mentor teachers and also to determine which courses will be taught at which school.

Secondary PDS and Partner Schools:

Orange Park Junior High
Orange Park High

Possible Undergraduate Courses

- ESE4943: Student Internship
- EDF3945: Field Laboratory I
- EDF3946: Field Laboratory II

Scope of Work: Ms. Rosa Newlin will serve as the Resident Clinical Faculty member for Orange Park High School and Orange Park Junior High. The 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 the PDS and Partner Schools.

Students will be placed by the University and District at appropriate placements in the Clay “family” of schools..

Across the Clay County “Family” of PDS and Partner Schools

UNF piloted a Mentor Teacher Leader Academy in Fall 2021. If it should continue, Principals and RCFs recommend at least 1 participant per PDS and partner school. Recommended participants apply to the UNF Graduate School. UNF may support these students by paying for the tuition and fees for the five courses in the Teacher Leadership and Mentoring Graduate Certificate pending their acceptance in the UNF Graduate School. Participants may be responsible for some fees along with texts and any required class materials for each course.

Courses:

Coaching and Mentoring

Teacher Inquiry

Multicultural and Urban Education

Action Research for Teacher Leaders

Designing Curriculum and Facilitating Professional Learning for the Adult Learner