

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is between the University of South Florida Board of Trustees, a public body corporate (“**USF**”) and The School Board of Clay County, Florida, a public body corporate (“**Board**” or “**Collaborator**”).

1. Purpose

The Florida Department of Education and USF have partnered to create the Florida Problem Solving/Response to Intervention Project (“**Project**”) to help facilitate the statewide implementation of a problem-solving and response-to-intervention model. The Project supports districts and schools with their multi-tiered system of supports (“**MTSS**”) regarding assessment, instruction, and intervention across the tiers; data-based problem solving; leveraging technology; and universal education. The Project provides Florida educators training, technical assistance, and other support to facilitate utilization of MTSS to promote the academic, behavioral, and social-emotional growth of all students. Collaborator wants to participate in and use the training, technical assistance, and other support available through the Project. The purpose of this memorandum of understanding (“**MOU**”) is to clearly identify the responsibilities of each party related to the Project.

2. Party Responsibilities

(a) USF shall do the following:

- (1) Provide consultation and professional learning support to help the Collaborator identify needs and attain goals for student learning,
- (2) Help build Collaborator’s capacity to refine and improve their MTSS,
- (3) Engage in a mutual and transparent collaboration and problem solving with the Collaborator to promote continuous improvement and progress toward Collaborator’s identified goals, and
- (4) Help the Collaborator gather, organize, and interpret data for the purposes of planning, problem solving, and continuous improvement of their MTSS and student outcomes.

(b) Collaborator shall do the following:

- (1) Identify one or more accountable officers to establish processes and procedures and allocate available resources related to Collaborator's participation in the Project,
- (2) Use a structured problem solving and planning process to address identified needs and attain goals,
- (3) Engage in an ongoing mutual and transparent collaboration and problem solving with USF to promote continuous improvement and progress toward Collaborator's identified goals,
- (4) Gather, organize, interpret, and apply data for the purposes of planning, problem solving, and continuous improvement, and
- (5) Share information and data with USF, including educator knowledge, skills, and dispositions; implementation of relevant critical components of MTSS; and de-identified aggregate district and school level student outcome data to evaluate the effectiveness of the training, technical assistance, and other support available through the Project.

3. Termination

Either party may terminate this MOU, with or without cause, upon no less than 30 days written notice.

4. Non-binding

This MOU is not intended by the parties to be legally binding. The use of the word "shall" throughout this MOU indicates the intention of the parties to use their best efforts to cause the identified events to occur but, in the event of failure, does not create an obligation on the part of one party which supports a legal cause of action benefiting the other party.

5. No Warranty

USF makes no representation or warranty, express or implied, as to the accuracy or completeness of any of the information provided with the training, technical assistance, and other support available through the Project, as to the merchantability or fitness of such information for a particular purpose, or that the use of such information will not infringe any patent, copyright, trademark, or other proprietary rights.

6. **Protection of Personal Information**

Each party shall implement reasonable and appropriate safeguards to protect personal information, as defined in § 501.171, Fla. Stat. and educational records as defined in § 1002.225, Fla. Stat., 20 U.S.C. § 1232g and 34 C.F.R. Sec.99, disclosed by the other party in the performance of this Project (“**Personal Information**”), safeguard and prevent any unauthorized use or disclosure of Personal Information in accordance with applicable federal and state law, limit access to Personal Information to only its employees with a need to access the Personal Information to perform their job duties related to the Project, and ensure that such employees are aware of the obligations of this section. If either party becomes aware of any unauthorized use or disclosure of Personal Information, or has a reasonable belief that substantial risk of unauthorized use or disclosure exists, (“violation(s)”) said party will provide written notice to the other party within 5 calendar days from the discovery of such unauthorized use or disclosure or substantial risk thereof, in response to which notice the notified party will implement whatever steps are necessary to abate or foreclose the possibility of any such violation. Each party will cooperate fully to assist the other party in identifying and notifying individuals potentially affected by such unauthorized use or disclosure. Each party will be responsible for its own reasonable costs and expenses associated with such cooperation.

7. **Sovereign Immunity**

Each party has sovereign immunity as a state agency or subdivision of the State of Florida. Each party assumes risk of injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of its employees while acting within the scope of their employment for a claim or judgment by any one person or any claim or judgment, or portions thereof, when totaled with all other claims or judgments paid by the State of Florida or its agencies or subdivisions arising out of the same incident or occurrence up to the liability limits set forth in Florida Statute 768.28. The parties each acknowledge that nothing contained in this MOU will be construed as the consent of USF, the Board, the Collaborator, or the State of Florida, including, its agents, agencies, or subdivisions to be sued except as provided for herein or a waiver of sovereign immunity by USF, the Board, the Collaborator, or the State of Florida, including, its agents, agencies, or subdivisions beyond that provided in § 768.28, Fla. Stat.

8. Notices.

- (a) For a notice or other communication under this MOU to be valid, it must be in writing and delivered (1) by hand, (2) by private courier service with proof of delivery and all fees prepaid, (3) by registered or certified mail with return receipt requested and postage prepaid, or (4) by email with delivery confirmation.
- (b) For a notice or other communication to a party under this MOU to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

USF: The University of South Florida Board of Trustees
 ATTN: Dr. Ralph C. Wilcox, Provost and Executive Vice President
 4202 E. Fowler Avenue, CGS 401
 Tampa, FL 33620
 rcwilcox@usf.edu

With Copy to:

Office of the General Counsel
Timothy C. Mays, Jr., Associate General Counsel
4202 E. Fowler Avenue, GCS 301
Tampa, FL 33620
813-974-8711
Timothy45@usf.edu

Collaborator: Clay County District Schools
 ATTN: Heather Teto
 900 Walnut Street
 Green Cove Springs, FL. 32043
 Heather.teto@myoneclay.net

With copy to:

Office of the School Board Attorney
ATTN: J. Bruce Bickner, School Board Attorney
900 Walnut Street
Green Cove Springs, FL 32043
James.bickner@myoneclay.net

- (c) A valid notice or other communication under this MOU will be effective when received by the party to which it is addressed. It will be deemed received as follows:
 - (1) if it is delivered by hand, by private courier service with proof of delivery and all fees prepaid, by registered or certified mail with return receipt requested and postage prepaid, or by email with delivery confirmation, upon receipt as indicated by the date on the signed or otherwise validated receipt; and
 - (2) if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- (d) If a valid notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then that notice or other communication will be deemed received at 9:00 a.m. on the next business day.

9. Modification; Waiver

No amendment of this MOU will be effective unless it is in writing and signed by the parties. No waiver under this MOU will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

10. Effectiveness and Date

This MOU will become effective when all parties have signed it. The date of this MOU will be the date this MOU is signed by the last party to sign it. If a party signs this MOU but fails to date their signature, the date the other party receives the signing party's signature will be deemed to be the date the signing party signed this MOU.

Each party is signing this MOU on the date stated opposite of that party's signature.

UNIVERSITY OF SOUTH FLORIDA BOARD OF
TRUSTEES

By: DocuSigned by: Ralph Wilcox 12/15/2021
959DB669077C491

Dr. Ralph C. Wilcox Date
Provost and Executive Vice President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Timothy C. Mays, Jr.
Timothy C. Mays, Jr.
USF ATTORNEY

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: Mary Bolla 2/3/22
Mary Bolla Date

Chairman of School Board of Clay County, Florida