

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 240192
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
8/1/2024
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: 5/22/2024

Name of Contract Initiator: Jennifer Shepard Telephone #: 9043366966

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

Vendor Name: University of North Florida

Contract Title: UNF Jacksonville Teacher Residency (JTR) AmeriCorps Program

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

Contract Term: 1 Year 8/1/2024 - 7/31/2025 Renewal Option(s): Annual renewal in writing

Contract Cost: Not to exceed \$11,890

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
Funding Source: Budget Line # 420-6400130-9009-0000-4020-000-4
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
By Elaine at 10:32 am, May 23, 2024

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department 	See highlights for comments & questions (On Draft)
School Board Attorney Jps Review Date: 6/6/24	Mention of the previous contract is used to incorporate the previous agreement and act as consideration for the further agreement by the parties. Approved when necessary edits are made as mentioned in comments between B.S. and J.S.
Other Dept. as Necessary Review Date	

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

FINAL STATUS

**Affiliation Agreement
Between the School Board of Clay County and
The University of North Florida**

This affiliation agreement, is made and entered into effective August 1, 2024 by and between the School Board of Clay County, a body politic and corporate, with its office located at 900 Walnut Street, Green Cove Springs, FL 32043 (hereinafter referred to as the “District”) and the University of North Florida Board of Trustees, a public body corporate, for the benefit of its College of Education and Human Services, with its office located at 1 UNF Drive (hereinafter referred to as the “University”). This Agreement is for the following Program:

- **UNF Jacksonville Teacher Residency (JTR) AmeriCorps Program**

Whereas, the District is the local education agency that provides public education services to compulsory aged students in Clay County, Florida; and

Whereas, the University has a teacher preparation program and other educator development programs (hereinafter referred to as the “Program(s)”) that require a combination of coursework and field and clinical experiences; and

Whereas, both the District and the University desire to collaborate regarding the placement and nature field/clinical experiences of University students enrolled in appropriate educational programs to complete their field and clinical experiences in schools governed by the District;

Now Therefore, in consideration of the mutual covenants contained in the existing fully executed **Affiliation Agreement (Contract #220039)** between the District and the University for 2024-25 academic year AND those contained herein, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS: The above stated recitals are true and correct, and by this reference, are incorporated herein and made a part thereof.
2. BACKGROUND AND PURPOSE
 - a. The Parties share a common vision for improving the academic futures of low income, high-need children and youth in and around the Jacksonville area.
 - b. The Parties agree that the mission of the Programs is to recruit, prepare, and retain a diverse population of highly effective teachers who serve in high needs schools to ensure that Clay County students are inspired and prepared for success in college or a career, and life.
 - c. This Agreement establishes the framework for the implementation and support of the UNF JTR AmeriCorps Program and clarifies the responsibilities of each Party and of the Parties jointly. The Parties acknowledge that the guidelines set forth in the Agreement may be modified from time to time, in writing, signed by all Parties, as the Programs develop and evolve, to meet the needs of each party

and to fulfill its mission. University-based initial education preparation at UNF has long relied upon placing teacher candidates in area schools for professional practice prior to program completion and recommendation for licensure. Existing partnerships have utilized professional practice as an integrated and continuous component of our preparation programs. Key to these partnerships has been a shared and mutual benefit to both UNF and Clay District schools.

3. COMMITMENT DESCRIPTION

- a. The Program have been developed to prepare high caliber, motivated, and committed new teachers in Pre K-primary, Elementary, Secondary, and Exceptional Student Education Licensure areas. UNF is commit to ensuring that coursework is aligned to the clinical component of the Program.
- b. The Undergraduate JTR Program is a one-year residency program (August 2024 through June 2025). From August 2024 through December 2024, the Undergraduate Program residents will complete their undergraduate pre-internship coursework culminating in the completion of a Professional Internship requirement in the spring of 2025. Undergraduate Residents will graduate in the Spring of 2025 at which time they will be eligible to earn a teaching certificate through the Florida Department of Education while concurrently continuing to serve as residents through the end of the District's academic year (June 2025).
- c. As appropriate, District will interview Program residents and determine qualifications for full-time positions within the District as warranted. UNF will determine admission and certify successful completion of all bachelor's degree requirements by each Undergraduate Program participant as warranted.
- d. Applicants to the Program will be recruited and accepted based on selection criteria jointly established by the Parties, and will complete the prescribed program of preparation, which is organized around a residency experience in the classroom of a Clinical Residency Mentor ("CRM"). The CRMs serving in this Program will be required to participate in, and complete within the designated time, professional development for this role as a condition of undertaking the work. Undergraduate Program teacher candidates will participate in a residency experience from August 2024 through December 2024 which will consist of a minimum of 2 days a week in a District classroom and 2.5 days per week in coursework under the guidance of a CRM and Resident Clinical Faculty (RCF). Beginning January 2025 through June 2025, Undergraduate Program residents will spend the equivalency of 4.5 days per week in a District classroom and .5 days a week in seminars under the guidance of a CRM and RCF.

4. TERMINATION

- a. Any party may terminate this Agreement for any reason, but only by providing to the other party written notice of its intentions, by December 1 of each year. In the event of such written notice, termination of this Agreement shall take effect at the beginning of the following academic year. Notwithstanding its notice of termination, all Parties must complete their commitment to each cohort of

teacher candidates in process at the time notice of termination is given and must remain active in implementation of the Program through June of the following academic year.

- b. Each Party shall be responsible for the cost to implement each Party's duties and obligations under this Agreement. Any financial obligation of either Party created by this Agreement is conditioned on the availability of funds appropriate or allocated for the Party's payment of services or products. If such funds are not allocated and available for either Party, then this Agreement may be terminated by such Party at the end of the period for which funds are available. In such event, the terminating Party shall notify the other Party at the earliest possible time before such termination. No penalty shall accrue to the terminating Party in the event this provision is exercised, and the terminating Party shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

5. FUNDING

- a. The ability to deliver the Programs is dependent upon external funding the details of which are covered in one or more UNF grant contracts with sponsoring agencies. For Cohort 11, these stated funding agreements are established between the University of North Florida Office of Research and Sponsored Programs and the School District of Clay County shall be inclusive of all costs to operate the program for Cohort 11 pursuant to this Agreement. The District shall be responsible for the Program costs only as specifically set forth in this Agreement which shall exclude costs covered by program participants of third parties. Should funding from a third party be terminated, reduced, or otherwise delinquent at any time and for any reason, the District or UNF may elect to immediately terminate this Agreement and no penalty shall accrue to either party in the event this provision is exercised nor shall either party be obligated for any further payments due or any damages as a result of termination under this section. However, if each party does not elect to terminate this Agreement, the parties may renegotiate the services and amend this Agreement accordingly pursuant to a subsequent written agreement.
- b. The District will be responsible for paying all negotiated mentoring stipends for employees serving as Clinical Residency Mentors (CRM) in the Programs in an aggregate amount **not to exceed \$5,000.00 at \$2500.00 each mentor teacher/CRM**. Additionally, the District shall be responsible for paying to UNF a pro-rata portion of the annual JTR AmeriCorps resident stipend for the Residency Program participants as follows: District's portion of the resident stipend is **\$3445.00 per resident resulting in an aggregate amount not to exceed \$6,890.00**. Based on the foregoing, District's maximum indebtedness under this Agreement shall not exceed **\$11,890.00**. Payments shall be made to UNF on a quarterly basis. Payment by CCDS will be issued payment in accordance with Sections 218.70, F.S., *et. seq.*, Local Government Prompt Payment Act, after receipt of an acceptable invoice, provided in accordance with the terms and conditions of this Agreement. Any penalty for delay in payment shall be in

accordance with applicable law. Payment will be made pursuant to UNF's proper invoice delivered to the District no less frequently than a quarterly basis on or about October 18, 2024, January 17, 2025, March 28, 2025, and May 16, 2025, which invoices shall be in form and content required by the District for purposes of its review and verification of each candidate's continued enrollment and good standing in the candidate's respective Program during the term of this Agreement. If a recruit withdraws from a Program, then the parties shall make a pro rata adjustment reducing the amount due to UNF resulting from that recruit's withdrawal. The final invoice for this Agreement shall reflect the prior installment payments and the payment requested for the final invoice period.

6. RIGHTS TO INTELLECTUAL PROPERTY

- a. The Parties agree to abide by each respective Party's criteria for use of the Party's logo(s) and agree that neither Party shall use the other Party's name, logo or other likeness in any public event, press release, marketing materials or other public announcement without receiving the first Party's prior written approval. The Parties also agree that neither Party shall host or stage events at the other Party's location(s) without receiving prior approval by the first Party.

7. RESEARCH APPROVAL PROCESS

- a. A data sharing agreement is included as Exhibit A to this Agreement.

8. MISCELLANEOUS

- a. NON-ASSIGNMENT. This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.
- b. NO THIRD-PARTY BENEFICIARIES. This Agreement is made solely for the benefit of District and University and is not intended to create rights or any cause of action in any third parties.
- c. PERFORMANCE. A delay in or failure of performance of either party i=that is caused by occurrences beyond the control of either party shall not constitute a default hereunder or give rise to any claim for damages.
- d. TERM/TERMINATION. The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date and may be renewed for successive one (1) year periods if agreed upon in writing by the parties hereto. If either party to this Agreement wishes to terminate the Agreement early, it is understood that at least ninety (90) days prior written notice shall be given prior to the proposed termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Program shall continue as necessary for the purpose of permitting Residents actually participating in the Program at the time of termination to finish the Program at District.

- e. NOTICES. All notices under this agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

To District: Ashley Gilhousen
The School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, FL 32043

To University: Director, UNF JTR AmeriCorps Program
University of North Florida
1 UNF Drive
Jacksonville, Florida 32224

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of each party, which representatives shall be designated by the parties, in writing, promptly upon commencement of this Agreement.

(Remainder of the Page Left Blank Intentionally. Signature Page Follows Immediately.)


[Signature page to Affiliation Agreement between the School Board of Clay County, Florida, and the University of North Florida Board of Trustees (on behalf of its College of Education and Human Services) (for JTR Cohort 11 Undergraduate Residents), dated effective August 1, 2024]

IN WITNESS WHEREOF, the undersigned authorized representatives of the the parties have executed this Agreement as of the day and date first written above, and each agrees to be bound by the provisions hereof.


THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

BY: _____ Date: _____

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

By:  Digitally signed by John Kantner
Date: 2024.10.01 12:03:18 -04'00' Date: _____

Dr. John Kantner
Senior Associate Provost of Faculty & Research
University of North Florida

By:  Digitally signed by Karen
Patterson
Date: 2024.10.01 12:20:39 -04'00' Date: _____

Dr. Karen Patterson
University Provost
University of North Florida

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

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[Signature page to Affiliation Agreement between the School Board of Clay County, Florida, and the University of North Florida Board of Trustees (on behalf of its College of Education and Human Services) (for JTR Cohort 11 Undergraduate Residents), dated effective August 1, 2024]

IN WITNESS WHEREOF, the undersigned authorized representatives of the the parties have executed this Agreement as of the day and date first written above, and each agrees to be bound by the provisions hereof.

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

BY: _____ Date: _____
Ashley Gilhousen

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

By: _____ Date: _____
Dr. John Kantner
Senior Associate Provost of Faculty & Research
University of North Florida

By: _____ Date: _____
Dr. Karen Patterson
University Provost
University of North Florida



School Board of Clay County

October 7, 2021 - Regular School Board Meeting

Title

C8 - Affiliation Agreement between Clay County District Schools and University of North Florida

Description

This agreement is between Clay County District Schools and University of North Florida (UNF) for UNF students to participate in internships, practicums, and observations under the direction of a certified educator in Clay County schools.

Gap Analysis

Without this agreement, interns and pre-interns cannot be placed in Clay County District Schools and would thereby prevent potential teacher candidates from choosing Clay to begin their careers.

Previous Outcomes

Clay County District Schools currently has agreements with 26 Colleges/Universities, including UNF. This agreement will renew the agreement previously in place for the next 5 years.

Expected Outcomes

Placement of interns provides teacher candidates with real-world experiences that better prepares them for the rigors of classroom teaching. UNF usually places between 25-75 pre-interns and interns in CCDS each year.

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Strategy 5.1: Recruit, screen, hire, and retain top candidates that reflect the diversity of each school, our district, and community.

Recommendation

That the Clay County School Board approve the agreement between Clay County District Schools and University of North Florida.

Contact

Roger Dailey, Chief Academic Officer, 904.336.6904 roger.dailey@myoneclay.net

Financial Impact

\$0.00

Review Comments

Attachments

[220039 UNF Affiliation Agreement.pdf](#)

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 220039
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,00.00

Date Submitted: 08/25/2021

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

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

Vendor Name: University of North Florida

Contract Title: UNF Affiliation 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)*

**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)

COVID-19 Waiver (If Applicable)

Release and Hold Harmless (If Applicable)

RECEIVED
 AUG 25 2021
 PURCHASING

SBAO
RECEIVED
 9/8/2021

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>B78</u>	<u>No cost</u>
Review Date <u>9/1/2021</u>	
School Board Attorney <u>JB</u>	<u>See change on pg 4. Addition of the word "employee" should not be an issue.</u>
Review Date <u>9/19/21</u>	
Other Dept. as Necessary	
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"/> APPROVED ✍ DATE: <u>9.29.21</u>

**Affiliation Agreement
Between the School Board of Clay County and
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- Teacher Education Programs
- School Counseling Programs
- School Leadership Programs (including SOAR)
- Disability Services

Whereas, the District is the local education agency that provides public education services to compulsory aged students in Clay County, Florida; and

Whereas, the University has a teacher preparation program and other educator development programs (hereinafter referred to as the "Program(s)") that require a combination of coursework and field and clinical experiences; and

Whereas, both the District and the University desire to collaborate regarding the placement and nature field/clinical experiences of University students enrolled in appropriate educational programs to complete their field and clinical experiences in schools governed by the District;

Now Therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS

The above stated recitals are true and correct, and by this reference, are incorporated herein and made a part thereof.

2. DEFINITIONS/TERMS

For the purposes of this Agreement, the term Intern shall be defined as a student who is enrolled in the University's state-approved teacher preparation or other educational program that has been approved by rules of the State Board of Education and who is assigned by the University to a school governed by the District to perform a clinical field experience under the direction of a certified educator in the school.

3. OBLIGATIONS OF THE UNIVERSITY

- a. The University shall be responsible for the organization, administration, staffing, operating, and funding of its Programs, and the maintenance of accepted standards for its educational programs.

- b. The University shall maintain all records and report on Intern experiences in accordance with University policy and regulatory requirements.
- c. The University shall designate an individual to serve as liaison to the District.
- d. The University's liaison shall collaboratively plan with the District's designee regarding all Intern placements and the nature of the placements. No intern shall be placed in any School without the prior written consent of the District's designee. Such consent shall be on forms approved by the parties. The parties shall use a placement procedure that is agreed upon by the District and the University.
- e. The University shall assure that students selected as Interns have completed all required academic prerequisites prior to recommendation for placement with the District.
- f. The University, in collaboration with assessments provided by the directing teacher, shall assume responsibility for the overall educational experience and assessment of its Interns.
- g. The University will inform Interns they are required to obtain, at their own expense, a Level II background screening for each placement with the District. The Level II background screening shall be a condition precedent to the Intern being placed. The University acknowledges that Interns with disqualifying offenses will not be considered for placement with the District.
- h. RESPONSIBILITY TO INFORM INTERNS. The University shall inform its Interns in the Program(s) that as participants in the Program(s) they are required to:
 - (1) Comply with the policies and procedures of the District, to the extent permitted by law including the District's policies on confidentiality and disclosure of information.
 - (2) Comply with state and federal laws and regulations.
 - (3) Wear the necessary and appropriate attire while performing or receiving services under this Agreement.
 - (4) Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
 - (5) Comply with the Family Educational Rights and Privacy Act ("FERPA") regarding the confidentiality of student records.
 - (6) Acknowledge and agree that neither the University nor the District guarantees to place or maintain placement of any Program Intern under this Agreement.

4. OBLIGATIONS OF THE DISTRICT

- a. Provide the facilities, applicable personnel, services and other items necessary for the educational clinical experience, as specified herein.
- b. In collaboration with the University, determine the work location and assignment of Interns. The District will accept from the University the number of qualified students that staff, time and space permit as determined solely by the District.
- c. Encourage an atmosphere conducive to learning.
- d. Collaboratively place approved teacher Interns with certified teachers who have completed Clinical Educator Training (CET), have a minimum of three years of

successful classroom experiences and have been assessed as highly effective or effective on annual evaluations, when applicable.

- e. Cooperate with the University in enforcing University policies, procedures and regulations related to student performance and student conduct.
- f. Permit the authority responsible for accreditation of University's curriculum to inspect the Facilities, services and other items provided by the District for purposes of the education experience upon reasonable notice.
- g. Notify the University, in writing and at the earliest possible time, of any Intern whose work or conduct with students, parents or personnel is not, in the opinion of District, in accordance with acceptable procedures or standards of performance or otherwise could disrupt District's operation. District may immediately remove from the premises any Intern who poses an immediate threat or danger to personnel or to the quality of educational services, or for unprofessional behavior. In such event, said Intern's participation in the Program(s) at the school shall immediately cease, subject to being resumed only with the mutual written agreement of the District and University.
- h. District acknowledges: (a) an Intern's provision of services in the clinical or field experience will not displace District's employees or provide any immediate advantage to the site; (b) no participating Intern will be entitled to employment by the District following the internship; and (c) this internship will be without compensation to the Intern.
- i. District accepts responsibility for supervising Intern when Intern is on-site completing his or her field or clinical experience.

5. University and District Collaboration

- a. University and District agree to work together to establish and maintain a quality Program. District agrees to take an active role in suggesting education policy, curriculum, and course content.
- b. University and District agree to collaboratively work to develop mutually beneficial field/clinical experiences designed to improve student learning and the preparation of teachers. To this end the parties agree to jointly:
 - a. Establish goals and expectations for teacher candidates, school and university based clinical educators.
 - b. Co select, orient and assess school based and university clinical educators.
 - c. Develop criteria for selection of clinical educators that includes but is not limited to a minimum of three years classroom teaching experience, appropriate state certification, effective or highly effective on annual evaluations, and the state approved Clinical Educator Training.
 - d. Provide professional development opportunities to enhance the knowledge and skill set of clinical educators.
 - e. Create multiple performance evaluations and collaboratively utilize them for assessment purposes of candidates and clinical educators.
 - f. Design diverse field/clinical experiences that demonstrate a high degree of depth, breadth, and are of sufficient duration to permit candidates to develop knowledge, skills, and dispositions to become effective and positively impact student learning.

- g. Regularly meet to discuss field experiences and make suggestions about the programs that prepare candidates to be effective in their field placements.
 - h. Regularly meet to discuss field experiences and make suggestions about the impact that interns are having on PK-12 students.
 - i. Regularly meet to discuss field experiences and make suggestions about the dispositions that candidates demonstrate during their field placements.
- c. The parties acknowledge that student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that Student permission must be obtained before releasing specific student data to anyone other than University. University agrees to provide guidance to District with respect to complying with FERPA.
- d. Neither party shall have the power to obligate District or University resources, or commit either, to any particular action.
- e. Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, and rules, as well as their own respective institutional rules and regulations.
- f. The parties hereto acknowledge and agree that University and District are each a political subdivision of the State of Florida. As such the District's and/or the University's performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations and their respective District's Rules which are applicable to the District's and/or University's operations, commitments and/or activities, as the case may be, in furtherance of any terms specified herein.
- g. Both parties acknowledge and agree that as political subdivisions of the State of Florida they are subject to the provisions of Chapter 119, Florida Statutes regarding public access to records.
- h. The parties agree to keep a current written record of the specific schools where Interns are participating in the Program.

6. INSURANCE

- a. District acknowledges that the University is self-insured for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the University. Its self-insured fund is authorized pursuant to Florida Statutes. The University agrees to maintain its self-insurance fund for the duration of this Agreement.
- b. The University acknowledges that the District is self-insured for tort liability with limits of \$200,000 per claimant/\$300,000 per occurrence, as authorized pursuant to Florida Statute 768.28, with said protection being applicable to officers, servants, employees and agents while acting within the scope of their employment by the District. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the University or the District to be sued; or (iii) a waiver of sovereign immunity of

the University or the District beyond the waiver provided in Section 768.28, Florida Statutes.

7. INDEMNIFICATION

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 a waiver of sovereign immunity by the District or the University. Nothing herein shall be construed by the District or the University to be sued by third parties for any matter arising out of or relating to this Agreement.

8. INDEPENDENT CONTRACTOR.

The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Interns shall participate in the Program(s) hereunder for the sole consideration of obtaining an educational experience. No Intern or participant shall be considered an employee or volunteer of District by virtue of that Program participation.

9. MISCELLANEOUS

- a. NON-ASSIGNMENT. This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.
- b. NO THIRD-PARTY BENEFICIARIES. This Agreement is made solely for the benefit of District and University and is not intended to create rights or any cause of action in any third parties.
- c. PERFORMANCE. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder or give rise to any claim for damages.
- d. TERM/TERMINATION. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date and may be renewed for successive five (5) year periods if agreed upon in writing by the parties hereto. If either party to this Agreement wishes to terminate the Agreement early, it is understood that at least ninety (90) days prior written notice shall be given prior to the proposed termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Program(s) shall continue as necessary for the purpose of permitting Interns actually participating in the Program(s) at the time of termination to finish the Program(s) at District.
- e. APPLICABLE LAW. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any

action arising out of this Agreement shall lie exclusively in a court of competent jurisdiction located in Duval County, Florida.

- f. NONDISCRIMINATION. During this Agreement, neither party shall discriminate against any person on the basis of age, race, color, religion, gender, sexual orientation, national or ethnic origin, disability or veteran or marital status.
- g. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this Agreement, neither University nor District make any representations, warranties, covenants or undertakings of any kind, express or implied.
- h. AMENDMENTS AND MODIFICATIONS. All amendments and modifications to this Agreement shall be made by written mutual consent of both parties, which shall include the date and signatures of parties agreeing to the amendment(s) and/or modification(s).
- i. COPIES OF AGREEMENT. Copies of this Agreement shall be placed on file and be available at the University and at the District.
- j. NOTICES. All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

To District:

The School District of Clay County, Florida
900 Walnut Street
Green Cove Springs, FL 32043

To University:

Director of Educational Field Experiences, COEHS
University of North Florida
1 UNF Drive
Jacksonville, Florida, 32224

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of each party, which representatives shall be designated by the parties, in writing, promptly upon commencement of this Agreement.

(Remainder of the Page Left Blank Intentionally. Signature Page Follows Immediately.)

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the day and date first written above, and each agrees to be bound by the provisions hereof.

THE SCHOOL DISTRICT OF CLAY COUNTY, FLORIDA

BY: Mary S. Balla Date: 10/7/2021

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

DocuSigned by:
BY: JENNIFER LANE Date: 9/29/2021
33B6CE016AEF4AA...
Dean or Associate Dean
College of Education and Human Services

DocuSigned by:
BY: Marianne Jaffee Date: 9/29/2021
23D6859ADE7B4A8...
MJ Marianne Jaffee, Director of Planning
for Karen B. Patterson, Ph.D.
Provost and Vice President for Academic Affairs