

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

Contract # 250051  
 Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:  
**10/03/2024**  
 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: **08/26/2024**

Name of Contract Initiator: **Jennifer Shepard** Telephone #: **904 336 6966**

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

Vendor Name: **University of North Florida**

Contract Title: **UNF Professional Development School Program MOU**

Contract Type:  New  Renewal  Amendment  Extension  Previous Year Contract # **180351**

Contract Term: **5 years 8/2024 - 8/2029** Renewal Option(s): **Renew for 5 year periods is writing**

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**  
 By Georgia at 9:42 am, Aug 28, 2024

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

| CONTRACT REVIEWED BY:   | COMMENTS BELOW BY REVIEWING DEPARTMENT  |
|---|---|
| Purchasing Department<br><br><b>REVIEWED</b><br>By Bertha Staefe at 4:04 pm, Aug 29, 2024 | No Cost<br><br><b>We have a number of current UNF Contracts: 220039, 230047, 240164, 240192. Does this contract 250051 replace any of the ones mentioned?</b>                                     |
| School Board Attorney <b>JPS</b><br>Review Date <b>9/12/24</b>                            | <b>It does not appear that the services covered under this MOU are replacing any previous agreements. I looked through All of the ones mentioned.</b><br><b>Approved.</b>                         |
| Other Dept. as Necessary<br>Review Date   | <b>9/17/24 Original Contract 180351 signed by Addison Davis located and filed Contract 180351 expired August 2023. For the purpose of this contract, we will consider it a new contract./elbw</b> |
| PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <b>IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR</b>  |
| FINAL STATUS  | <b>APPROVED</b><br>By Elaine at 2:37 pm, Sep 17, 2024   |

**MEMORANDUM OF UNDERSTANDING  
(Professional Development School Program)**

**between  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
and  
THE UNIVERSITY OF NORTH FLORIDA  
BOARD OF TRUSTEES**

This Memorandum of Understanding, effective August 2024, by and between the Clay County School Board, 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 MOU is for the programs identified in the addenda attached hereto, as the same may be modified from time to time on the agreement of the District and the University.

**BACKGROUND**

The District is the local education agency that provides public education services to compulsory-aged students in Clay County, Florida. The University requires a combination of school-based coursework, field and clinical experiences, collaborative teacher inquiry and research, professional development, co-teaching and planning, presenting inquiry at local and national conferences. The District and the University desire to collaborate regarding the selection of the professional development schools for the purpose of preparing University students enrolled in appropriate educational programs for completion of their undergraduate and graduate coursework, field and clinical experiences in schools governed by the District.

The District and the University, in recognition of a mutual responsibility to provide support for professional development school partnership (hereinafter “PDS”) have executed this MOU for the purposes set forth below.

**PARTNERSHIP PURPOSE**

The purpose of this PDS partnership is to prepare teacher candidates in designed partnership schools. This partnership provides an opportunity for the University of North Florida College of Education and Human Services to enhance the coursework, field and internship experiences component of its teacher preparation program by forging strong linkages with the District and by providing opportunities for teacher candidates and other university students to work with and alongside teachers who are implementing effective and innovative teaching practices.

The purpose of this MOU is to establish a framework of collaboration as well as articulate specific roles and responsibilities for each entity that will support the full and effective implementation of the proposed project. This MOU establishes a formal commitment among

stakeholders to provide the most effective teaching and learning for students of all ages. By combining resources and working together, the UNF College of Education and participating PDSs share the objective of preparing effective teachers who can provide the best educational experiences for student learning at all levels and in all disciplines. Collaborators embark on a process of simultaneous renewal through shared inquiry, professional development, and improved student learning. This process of collaborative growth guarantees optimal learning experiences for all constituents and facilitates the implementation of a seamless P-20 program.

This MOU is not intended to terminate or replace any extant memorandum of understanding, memorandum of agreement, or contract between the District and the University.

## 1. ROLES OF PDS PERSONNEL

A minimum of one university faculty or professor in residence- Faculty in Residence (FIR) ~~Faculty in residence (PIR)~~ and one resident clinical faculty (RCF) or clinical faculty (CF) will be assigned to the PDS network in a boundary-spanning role, supporting both UNF College of Education teacher candidates and the School District classroom teachers with their respective PDS. For the purposes of the MOU, the term Professor in Residence (PIR) shall be defined as an individual working in a hybrid role across school and university contexts. These individuals serve teacher candidates at any point along a professional continuum and are active participants in teacher preparation, inquiry and research. A Resident Clinical Faculty (RCF) is an individual involved in teacher preparation whose primary institutional home is a school. These individuals assume mentoring and partnership responsibilities that are in addition to their school responsibilities. Mentor Teacher is an individual involved in teacher preparation who engaged in teacher preparation and practices at a partnership school and subsumes supervision and mentoring. A Teacher Candidate is a student who is enrolled in the University's state-approved teacher preparation or other education program that has been approved by the rules of the State Board of Education and who is assigned by the University to a school governed by the District to take coursework and/or perform a clinical field experience under the direction of a certified educator in the school.

## 2. GOALS

### a. Learning Community

*The PDS will be a learning-centered community that supports the integrated learning and development of P-12 students, candidates, and PDS partners through inquiry-based practice.*

1. Support multiple and diverse learners
2. Ensure that work and practice will be inquiry-based and focused on learning
3. Develop a common shared professional vision of teaching and learning that will be grounded in research and practitioner knowledge
4. Serve as instruments of change
5. Function as an extended learning community

b. Accountability and quality assurance

*PDS partners will be accountable to themselves and to the public for upholding professional standards for teaching and learning and demonstrating professionalism.*

1. Develop professional accountability
2. Assure public accountability
3. Set PDS participation criteria
4. Develop assessments pertaining to UNF students and teacher preparation programs, collect information, and use data to improve practice
5. Engage with the PDS context, including other stakeholders and policymakers with whom the PDS is affiliated.
6. Recruit, select, and support mentor teachers, classroom teachers, professors in residence, RCFs and other professionals who demonstrate and model characteristics and dispositions such as imagination, initiative, perseverance, reflection, creativity, etc....

c. Collaboration

*PDS partners and partner institutions will systematically move from independent to interdependent practice by committing themselves and committing to each other to engage in joint work focused on implementing the PDS mission*

1. Engage in collaborative work
2. Design roles and structures to enhance collaboration and develop parity
3. Systematically recognize and celebrate collaborative work and contributions of each partner

d. Equity and diversity

*PDS partners, teacher candidates and other professionals will develop and demonstrate knowledge skills, and dispositions resulting in learning for all P-12 students.*

1. Ensure equitable opportunities to learn
2. Evaluate policies and practices to support equitable learning outcomes
3. Recruit and support diverse participants

e. Structures, resources and roles

*The PDS partnership will use its authority to resources to articulate its mission and establish governing structures that will support the learning and development of P-12 students, teacher candidates, faculty, and other professionals.*

1. Establish governance and support structures
2. Ensure progress toward goals

3. Create PDS roles, responsibilities, and commitments
4. Generate and share resources
5. Use effective communication
6. Seek to renew and enhance the relationships of the PDS and UNF over time

### 3. SELECTION AND EVALUATION REQUIREMENTS

The University will work in collaboration with District personnel to select from time to time the partnership schools. For each such selected partnership school, the parties will, by addendum to this MOU approved by both the District and the University, identify the school, the courses to be taught, the student selection process, and scope of activities.

The University will work in collaboration with School District personnel to garner the appropriate information and data necessary to complete all required reporting: Supervision and evaluation of the PIRs will be conducted by the University respective College of Education departments. Supervision and evaluation of the RCFs will be conducted according to the policies set forth in the RCF Memorandum of Understanding.

### 4. COMMITMENTS OF THE UNIVERSITY

- a. The University is responsible for the organization, administration, staffing, operating, funding, and maintenance of accepted standards for its educational programs.
- b. The University will maintain all records and report on Onsite courses, Field-based experiences, and Intern experiences in accordance with University policy and regulatory requirements.
- c. The University will designate an individual to serve as a liaison to the District
- d. The University will collaboratively plan with the District's designee regarding all PDS activity. No University Student 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, in collaboration with assessments provided by the PIR, RCF, and Mentor Teacher, is responsible for the overall educational experience and assessment of its teacher candidates and interns.
- f. A State of Florida 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.
- g. RESPONSIBILITY TO INFORM TEACHER CANDIDATES AND 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 all applicable state and federal law and regulations.
  - (3) Obtain prior written approval of both parties to this MOUR before publishing any

- material related to the learning experience provided under the terms of this MOU.
- (4) Comply with the Family Educational Rights and Privacy Act ("FERPA") regarding the confidentiality of student education records.
  - (5) Acknowledge and agree that neither the University nor the District guarantees to place or maintain placement of any Program Intern under this MOU.
  - (6) Obtain, at the student's own expense, a Level II background screening for each placement with the District.

## 5. COMMITMENTS OF THE DISTRICT

- a. Permit the University to use its facilities, provide a classroom space, applicable personnel, services and other items necessary for the educational clinical experience, as specified herein, provided that in no case will the University assume control of such facilities.
- b. In collaboration with the University, determine the work location and assignment of students taking courses on-site, students in Field classes and Interns. The District will accept from the University the number of qualified students that staff, time and space permit as determined by the District.
- c. Encourage an atmosphere conducive to learning.
- d. Collaboratively place approved teacher Interns and Field students 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 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 Teacher Candidate, Intern, RCF, or PIR 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 Teacher Candidate, Intern, RCF, or PIR 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) a Teacher Candidate or 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.
- j. District will not displace District employees as the result of the Program in violation of U.S. Department of Labor regulations or policies.

## 6. 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 suggestions 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:
  - (1) Establish goals and expectations for Teacher Candidates, PIRs, FIRs RCFs, school and university-based clinical educators.
  - (2) Co-select, orient and assess ~~PIRs~~ FIRs, RCFs, and school-based and university clinical educators.
  - (3) Develop criteria for selection of RCFs and clinical educators that include but is not limited to a minimum of three years of classroom teaching experience, appropriate state certification, effective or highly effective on annual evaluations, and the state-approved Clinical Educator Training.
  - (4) Provide professional development opportunities to enhance the knowledge and skill set of clinical educators.
  - (5) Create multiple performance evaluations and collaboratively utilize them for assessment purposes of Teacher Candidates and clinical educators.
  - (6) Design diverse course/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.
  - (7) Regularly meet to discuss course and field experiences and make suggestions about the programs that prepare candidates to be effective in their field placements.
  - (8) Regularly meet to discuss course and field experiences and make suggestions about the dispositions that Teacher Candidates demonstrate during course and field placements.
  - (9) Regularly meet to discuss field experiences and make suggestions about the dispositions that Teacher Candidates demonstrate during courses and field placements
- c. The parties acknowledge that student education records are protected by the federal Family Educational Rights and Privacy Act (“FERPA”) and state laws and University regulations affecting student privacy and that Student permission must be obtained before releasing specific University student data to anyone other than University. University agrees to provide guidance to District with respect to complying with FERPA. Both parties will comply with FERPA and applicable state laws and regulations.
- 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 MOU 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 actually participating in the Program.

#### 7. STATEMENT OF ASSURANCE

During the performance of this MOU, the University assures the District that the University does not discriminate on the grounds of race, color, national origin, religion, sex, sexual orientation, age, handicap or disability, marital status, Vietnam era veteran status, and the University complies with all other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination delineated. The University does not discriminate in any unlawful form or manner with its employees or applicants for employment. The University warrants its compliance when and if federal grant funds are involved in the provision of services described in this MOU. The University understands and agrees that the performance of this MOU is conditioned upon the veracity of this Statement of Assurance.

#### 8. INTELLECTUAL PROPERTY AND RESEARCH PROTOCOL

The University and the District agree to the mutual exchange of publications, such as books, academic journals, and other official publications, and research information generated by either of the parties in connection with his MOU. Should any faculty collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interest that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties. All research and other activities conducted under this Memorandum of Understanding must be conducted in accordance with the laws, rules, and regulations applicable to each part.

#### 9. CONFIDENTIALITY

The University recognizes that District records must be protected. The District recognizes that University records must be protected. Each party will keep all records confidential to the extent required or allowed by applicable law. Any information received by the University in the performance of this MOU from the District, or from any student, parent, or guardian participating in activities conducted by the University will not be shared or otherwise disseminated except as allowed or required by law. Any information received by the District in the performance of this MOU from the University, or from any student, parent, or guardian participating in activities conducted by the District will not be shared or otherwise disseminated



except as allowed or required by law. Nothing herein wills in any way limit or otherwise affect the University's or the District's obligations to maintain and allow access to public records as defined and required by applicable law.

#### 10. 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 the MOU.
- b. The University acknowledges that the District is self-insured for the 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, and agents while acting within the scope of their employment by the District.
- c. 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

#### 11. RESPONSIBILITY FOR NEGLIGENCE

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 or any matter arising out of or relating to this MOU.

#### 12. 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 MOU 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 or District by virtue of that Program participation.

#### 13. MISCELLANEOUS

- a. NON-ASSIGNMENT. This MOU may not be assigned to a third party without the prior written consent of the non-assignment party.

- b. **NO THIRD-PARTY BENEFICIARIES.** This MOU 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 MOU is 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 MOU wishes to terminate the MOU early, it is understood that at least ninety (90) days prior written notice shall be given prior to the proposed termination date of the MOU. And, if such notice is given, this MOU will terminate at the end of the ninety (90) day notice period; EXCEPT THAT the Program(s) shall continue as necessary for the purpose of permitting onsite classes, Teacher Candidates and Interns actually participating in the Program(s) at the time of termination to finish the Program(s) at District.
- e. **APPLICABLE LAW.** The laws of the State of Florida govern the validity, interpretation, and enforcement of the MOU. Venue for any action arising out of this MOU shall lie exclusively in a court of competent jurisdiction located in Clay County, Florida.
- f. **NON-DISCRIMINATION.** During this MOU, neither party will 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 MOU contains the entire understanding 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 MOU, 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 MOU 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. **ADDENDA.** Addenda to this MOU, as described in Section 3 of this MOU, form a part of this MOU.
- j. **COPIES OF MOU.** Copies of this MOU shall be placed on file and be available at the University and at the District.
- k. **NOTICES.** All notices under this MOU 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 Board of Clay County, Florida

To University:

\_\_\_\_\_  
Director of Educational Field Experiences, COHES  
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 representations of each party, which representatives shall be designated by the parties, in writing, promptly upon commencement of this MOU.

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

The undersigned authorized representatives of the parties have executed this MOU 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: \_\_\_\_\_ Date: \_\_\_\_\_

David Broskie  
Superintendent, Clay County Public Schools

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

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

Marianne Jaffee, MEd.  
Executive Assistant to the Provost and Director of Planning

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

~~Jennifer Kane~~, Stephen Dittmore Ph.D.  
~~Interim~~ Dean, College of Education and Human Services





DEPARTMENT OF FINANCIAL SERVICES  
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND  
GENERAL LIABILITY  
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

**General Liability Coverage--Bodily and Property Damage**

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent.-The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
  - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - (1) any automobile owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
  - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;

DFS-D0-863

Effective 07/23

Rule 69H-2.004, F.A.C.

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

**V. CONDITIONS**

**A. Premium**

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

**B. Audit**

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

**C. Insured's Duties in the Event of Occurrence, Claim or Suit**

(1) Event of Occurrence

Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.

(2) Notice of Claim or Suit

If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

**D. Self-Insurance Coverage**

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.