

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 250185
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 \$100,000.00

Date Submitted: April 30, 2025

Name of Contract Initiator: **Juliane McQuaig** Telephone #: 904-336-6927

School/Dept Submitting Contract: **School Psychology/Student Services/Climate and Culture** Cost Center # 9004

Vendor Name: University of Florida

Contract Title: University of Florida Affiliation Agreement- School Psychologist EdS student placement

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #

Contract Term: Effective Date and continue until terminated. Termination (30) calendar day's written notice

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**

RECEIVED

By Elaine at 12:50 pm, May 01, 2025

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable).

- X _____ Completed Contract Review Form
- X _____ 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."**
- X _____ 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)

**AREA BELOW FOR DISTRICT PERSONNEL ONLY **

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department	No Cost <div style="background-color: #00b0f0; color: white; padding: 2px;">Next time please use correct Contract Review Form.</div>
Review Date	
School Board Attorney JPS	Approved.
5/14	
Review Date	

Other Dept. as Necessary	The IT Department has confirmed our DSA is not needed per E. Caren email 5/16/2025 - BFS	
Review Date		
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR	
FINAL STATUS	APPROVED	Pending Signatures _____

PUR 1-3501 E. 10/05/2023 *Contract Review Process for ALL Contracts, September 2022, SBAO (web)*

CONTRACT REVIEW PROCESS FOR “ALL” CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term "consideration" includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract

(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.



For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.

Email: contractreview@myoneclay.net

The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:

Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.

If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507 For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745 For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

**THE UNIVERSITY OF FLORIDA
AGREEMENT
FOR
STUDENT INTERNSHIP**

THIS AGREEMENT FOR STUDENT INTERNSHIP (“Agreement”), dated as of _____, 2025 (“Effective Date”), is entered into by and between Clay County District Schools, the internship site (the “Site”), and the University of Florida Board of Trustees, a public body corporate of the State of Florida, for the benefit of its College of Education (the “University”), also referenced individually as the “Party” or collectively as the “Parties.”

PURPOSE

- A. The University has a responsibility to train students in education and requires its students gain practical experience in various disciplines to complete their professional preparation and development.
- B. The Site, in support and enhancement of the educational programs of the University, is willing and qualified to provide a practical setting at its facilities for University students to participate in activities designed to enhance their educational experience, commonly referenced as a clinical field placement (the “Internship”).
- C. The primary benefit of the Internship will be to the student intern.
- D. The educational programs of the University will be enhanced through its relationship with the Site and its cooperative efforts.
- E. The Site will benefit through the skills and efforts of University student(s) during the internship period.

THEREFORE, in consideration of the foregoing, the Parties agree as follows:

- 1. Term of Agreement. The term of this Agreement shall commence upon the Effective Date and continue until terminated by either Party pursuant to provision 13. of this Agreement (“Term”).
- 2. Student Participation and Assignment. The University shall determine, in its sole discretion, which of its enrolled students are eligible to participate in the Internship. The University shall assign an eligible student(s) for an Internship at the Site. The student is required to provide a minimum of 15 direct service hours per week at the Site during the Internship period. The student assignment schedule shall be set by the Site, in consultation with the student and may be modified by mutual agreement of the Site, the student and the University without formal amendment to this Agreement.
- 3. Right to Refuse. The Site shall have the right to refuse to accept any student(s) assigned to the Site by notifying the University, in writing, within thirty (30) days of said assignment.
- 4. Educational Plan. The Site shall allow the student to participate in various activities during the Internship, including but not limited to those activities that will further the educational goals of the student. The objective of the Internship is for the student to have practical

exposure to the course work completed at the University.

5. Educational Program. The University shall plan and administer the educational program for its students and be responsible for the enrollment of its students in University courses, including the Internship.
6. Student Records. The University shall maintain all student educational records and reports relating to the University's educational programs completed by students during the Internship.
7. Student Supervision and Evaluation. The Site shall ensure that its qualified employees supervise the students in the performance of their duties during the Internship and shall evaluate the student(s) performance monthly, using a standard evaluation form provided by the University. The University shall provide a person to serve as its Internship Coordinator to oversee its education program and coordinate program activities with the Site.
8. Student Use of Site Facility. The Site shall permit the students to use its facilities and amenities, including but not limited to office/workspace, cafeteria, restrooms and parking on the same basis utilized by its employees.
9. Site Background Checks. The University does not perform background checks on students. If required by the Site, the Site shall provide the University with a security background information form to be completed by the student(s) and provide a process for fingerprinting and criminal records background check to be performed by the Site or another entity at its discretion and expense. The Site, in its sole discretion, shall determine whether a University student has satisfactorily cleared the security screening.
10. Notification of Site Requirements. The Site shall notify the University, in writing, of any Site specific Internship requirements and/or rules prior to student placement. Upon notification by the Site, the University shall notify the student(s) of any Site-specific Internship requirement(s) as a condition of their participation, including but not limited to background checks, student participation agreements, professional liability insurance and vaccinations. The University shall notify the student(s) of any Site specific rules and/or policies provided by the Site to the University, and the student's obligation to follow said rules and/or policies in order to successfully complete the Internship.
11. Student Conduct. University students are not employees or agents of the University. Accordingly, the University is not responsible for the conduct of its students during the Internship.
 - a. During the Internship, students are required to follow the University's Student Conduct Code, a University regulation relating to student conduct and academic honesty. If a student's conduct rises to the level of violation of the University's Student Conduct Code, the Site agrees to promptly notify the University in writing.
 - b. The University shall honor any request by the Site to remove a student from the Internship whose conduct or performance is not, in the Site's opinion, professionally acceptable.

12. Safety and Security Information. The Site will provide the student with information regarding any known risk or safety issues surrounding the student's Internship environment, including the parking area and path of travel from the parking area to the Site facility. In addition, the Site will provide the student with applicable safety protocols and training necessary for their safe and successful participation in the Internship.
13. Termination. This Agreement may be terminated by either Party with or without cause upon thirty (30) calendar day's written notice to the other party of its desire to terminate this Agreement.
14. Liability. Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of their respective officers, employees, servants, and agents thereof while acting within the scope of their employment. The University and the Site further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the University or the State of Florida or its officers, employees, servants, agents and agencies to be sued; and (3) a waiver of sovereign immunity of the University or the State of Florida beyond the limited waiver provided in section 768.28, Florida Statutes.
15. Insurance.
- a. University. The University, as a public body corporate, participates in the State of Florida's Risk Management Trust Fund for purposes of general liability, workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to University's officers, employees, servants, and agents while acting within the scope of their employment or agency.
Students are not officers, employees, servants or agents of the University and are not covered under the University's insurance.
 - b. Site. The Site represents it has obtained and shall keep in force during the Term of this Agreement, at the Site's expense, commercial general liability insurance insuring against bodily injury and property damage liability, with a combined single limit of not less than \$1,000,000.00 per injury or occurrence with respect to any insured liability.
16. Professional Liability Insurance. The University does not provide professional liability insurance for students. If such insurance is required by the Site, the University will notify the student that the Site requires the student to purchase professional liability insurance.
17. Non-Discrimination Policy. The Parties agree that in fulfilling their obligations under this Agreement, no person shall be subjected to discrimination based on age, race, color, disability, gender identity, gender expression, marital status, national origin, creed, religion, sex, sexual orientation, political opinions or affiliations, genetic information or veteran status.
18. Compliance with Law. The Parties agree to comply with all applicable state and federal laws and regulations, including but not limited to antidiscrimination laws such as the Americans with Disabilities Act and its amendments. The Site further agrees that it shall be solely responsible for ensuring the Internship, its facilities and equipment are accessible to students with disabilities.

19. Public Records. This Agreement is and any other documents made or received by the University in connection with this Agreement are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise deemed confidential and/or exempt from disclosure.

20. Representatives. The following Party representatives are the primary point of contact for the Internship and are designated as follows:

a. University: Dr. Lori Dassa
Director of Clinical Experiences and Partnerships
1023A Norman Hall Gainesville, FL 32601
ldassa@coe.ufl.edu
(352) 273-2051

b. Site: **Clay County District Schools**
900 Center Street
Green Cove Springs, FL 32043
(specific school sites to be determined)

In the event that different representatives are designated by either Party after execution of this Agreement, the name and contact information of the new representatives shall be furnished in writing to the other Party.

21. Notices. All notices required or permitted pursuant to this Agreement shall be in writing and sent via email to the Party Representatives listed in provision 20.

22. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any litigation between Parties shall be commenced and maintained exclusively in the United States District Court for the Northern District of Florida or the state courts in and for Alachua County, Florida.

23. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

26. Severability. This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue in full effect.

27. Waiver. The Parties agree that each requirement, duty and obligation set forth herein is

subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 28. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns; however, no party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other party.
- 29. Independent Contractor. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties. Neither shall be bound by the acts or conduct of the other.
- 30. Counterparts. This Agreement may be executed in counterparts. The signature page of this Agreement may be delivered by facsimile or other electronic transmission and the signatures thereon shall be deemed effective upon receipt by the intended receiving party.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

FOR CLAY COUNTY DISTRICT SCHOOLS FOR THE UNIVERSITY OF
FLORIDA BOARD OF
TRUSTEES:

By: _____	By: <u>Joseph Glover</u>
Name: Erin Skipper	Name: <u>Joseph Glover</u>
Title: Board Chair	Title: Interim Provost
Date: _____	Date: <u>5/28/2025 4:02 PM EDT</u>

Recommended By Name: Lori Dassa
Title: Director of Clinical Experiences
and Partnerships

Certificate Of Completion

Envelope Id: 08F2A3CA-80FB-4ABB-85E7-6D8EE8D250B2

Status: Completed

Subject: Complete with Docusign: MOU -THE UNIVERSITY OF FLORIDA.pdf

Process:

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Kimberly Bagley

AutoNav: Enabled

971 Elmore Drive, Rm 102

Envelopeld Stamping: Enabled

PO Box 115250

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Gainesville, FL 32611

k.bagley@ufl.edu

IP Address: 128.227.227.67

Record Tracking

Status: Original

Holder: Kimberly Bagley

Location: DocuSign

5/21/2025 3:03:57 PM

k.bagley@ufl.edu

Signer Events

Signature

Timestamp

Joseph Glover

glover@ufl.edu

Provost

University of Florida

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 128.227.249.52

Sent: 5/21/2025 3:04:55 PM

Viewed: 5/28/2025 4:01:57 PM

Signed: 5/28/2025 4:02:30 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

5/21/2025 3:04:55 PM

Certified Delivered

Security Checked

5/28/2025 4:01:57 PM

Signing Complete

Security Checked

5/28/2025 4:02:30 PM

Completed

Security Checked

5/28/2025 4:02:30 PM

Payment Events

Status

Timestamps



Staefe, Bertha <bertha.staefe@myoneclay.net>

Re: FW: Clay County District Schools - Intern MOU - UF Intern Contract 250185

1 message

Caren, Ethan <ethan.caren@myoneclay.net>
To: "Staefe, Bertha" <bertha.staefe@myoneclay.net>
Cc: District Office Purchasing <District9056@myoneclay.net>

Fri, May 16, 2025 at 3:47 PM

Hi Bertie,

I reviewed the MOU and it appears that it does not require the release of records to UF and thus does not require a DPS. The students and their records referenced in the MOU are the student interns.

I hope that helps!
Ethan

On Thu, May 15, 2025 at 4:48 PM Staefe, Bertha <bertha.staefe@myoneclay.net> wrote:

Please see **pink** email below from UF regarding the DPA for Contract 250185 that we requested from them.

Bertha Staefe

Supervisor of Purchasing, Property Control and Print Center
Clay County District Schools
phone 904-336-6736 | **ext** 6 6736
email bertha.staefe@myoneclay.net

----- Forwarded message -----

From: **Mcquaig, Juliane** <juliane.mcquaig@myoneclay.net>
Date: Thu, May 15, 2025 at 4:00 PM
Subject: Fwd: FW: Clay County District Schools - Intern MOU
To: Staefe, Bertha F. <bertha.staefe@myoneclay.net>

Please see the email below indicating that they do not need to sign the Data Agreement.

Juliane Mcquaig, Ed.S.
District Lead School Psychologist
Clay County District Schools
| **phone** 904-336-6895 | **ext** 66927
| **web** oneclay.net | **email** juliane.mcquaig@myoneclay.net

----- Forwarded message -----

From: **Dassa, Lori Michelle** <ldassa@coe.ufl.edu>
Date: Thu, May 15, 2025 at 3:33 PM
Subject: Re: FW: Clay County District Schools - Intern MOU
To: **Mcquaig, Juliane** <juliane.mcquaig@myoneclay.net>

Good afternoon,

After speaking with legal I can report:

The MOU portion is fine, but we won't sign the addendum privacy agreement. It doesn't apply in this context because UF will not be directly accessing student records, only interns will. This is how the contract defines

“provider”: “WHEREAS, the Provider is providing educational or digital services to LEA.” That doesn’t apply to us because students are not employers or agents of UF, therefore UF is not providing educational or digital services.

For example, the addendum attaches exhibit A which lists all the services UF is providing to Clay County, while exhibit B is a checklist of all the ways data will be shared. However, there are no services listed on exhibit A and none of the boxes are checked on exhibit B. So, one of two things is going on: (1) none of this stuff actually applies to UF (which it doesn’t), or (2) we’re supposed to sign and find out later what contract terms Clay county wants to use. Obviously, neither scenario is acceptable.

Also, we have our own privacy obligations, and we don’t outsource oversight of those obligations to school districts.

Best Wishes,



Lori Dassa EdD

Director of Clinical Experiences and Partnerships

College of Education

University of Florida

1023A Norman Hall

(352) 273-2051

ldassa@coe.ufl.edu

From: Mcquaig, Juliane <juliane.mcquaig@myoneclay.net>

Date: Thursday, May 15, 2025 at 2:33 PM

To: Dassa, Lori Michelle <ldassa@coe.ufl.edu>

Subject: Re: FW: Clay County District Schools - Intern MOU

[External Email]

Good afternoon,

Thank you for reaching out. I've just received the approved version of the MOU, which includes an additional edit related to the Data Share Agreement. Please review and sign it at your earliest convenience, as I need to submit it for inclusion in the school board agenda.