

# FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260011

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: 08/07/2025

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: University of North Florida MOU w/ compensation: Resident Clinical Faculty for the Professional Dev Schools Network

Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐ Previous Year Contract # 240164

Contract Term: 1 Year

Renewal Option(s):

Contract Cost: 50% of salary for E0117045 & E0200787

UNF to pay \$75,195.47, CCDS to pay \$75,195.47

☒ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # 100 6400130 9009 1240

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 Bertha Staefe at 3:56 pm, Aug 07, 2025

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <div> <b>REVIEWED</b>  By Bertha Staefe at 3:56 pm, Aug 07, 2025 </div>	FDOE 6A-1.012 (11b) Government/Educational Institution    
School Board Attorney JPS Review Date 8/20/25	Legally Sufficient.    
Other Dept. as Necessary Review Date	    
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR</b>
FINAL STATUS	<div> <b>TENTATIVELY APPROVED</b> </div> <div> Pending Signatures </div>

# 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

**IMPORTANT**

**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](mailto: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

**2025-2026 ACADEMIC YEAR MEMORANDUM OF UNDERSTANDING  
THE SCHOOL BOARD OF CLAY COUNTY AND  
THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES**

As part of a collaborative effort to simultaneously improve PreK-12 education and teacher preparation, The University of North Florida Board of Trustees, a public body corporate ("University of North Florida" or "University"), and the School Board of Clay County, Florida ("District") agree to cooperatively participate in providing two Resident Clinical Faculty ("RCF") to the Professional Development Schools Network during the 2025-2026 academic year. The program will provide the District with an opportunity to implement new organizational structures and ways of teaching and learning which will enhance student learning and link professional development with Pre K-12 student learning.

At the same time, this program provides an opportunity for the University of North Florida College of Education and Human Services to enhance the clinical experiences (internship and field components) of its teacher preparation program by forging stronger linkages with the District and by providing opportunities for teams of university students to work with teachers who are implementing effective and innovative teaching strategies.

Based on the 9 Essentials for Professional Development Schools ("PDS") as outlined by the National Association for Professional Development Schools-now the National Association for School-University Partnerships, participation by the District and the University of North Florida will involve the following:

1. Resident Clinical Faculty: College of Education and Human Services personnel and officials designated by the District will collaboratively identify two experienced, exemplary District teachers to serve as Resident Clinical Faculty of the University for the 2025-2026 academic year.
  - a. During the 2025-2026 academic year, each selected Resident Clinical Faculty will hold the University title of Clinical Instructor, participate in a wide variety of innovative and reflective professional growth activities and action research, receive training in the areas of clinical supervision, coaching and various instructional strategies that are integrated into the University clinical experiences component, the District professional development component, and appropriate school improvement components of the district. The Resident Clinical Faculty will work to create and uphold a comprehensive mission for the Professional Development School and/or school university partnership schools that is broader in its outreach and scope than the mission of any partner and that furthers the education profession and its responsibility to advance equity within schools and, by potential extension, the broader community.
  - b. During the academic year, the Resident Clinical Faculty will assist teachers at the Professional Development Schools and/or school university partnership schools in implementing agreed upon instructional changes, assist with implementing school improvement plans and work with individual students and beginning teachers. During the fall and spring semesters, each Resident Clinical Faculty member will also supervise at least one cohort of teacher candidates and other university students assigned to the Professional Development School and/or school university partnership schools. The Resident Clinical Faculty will help facilitate a school-university culture committed to the preparation of future educators that embraces their active engagement in the school

community. The Resident Clinical Faculty will assist in the engagement in and public sharing of the results of deliberate investigations of practice by Professional Development School and/or school university partnership school teachers as well as University teacher candidates.

- c. Each Resident Clinical Faculty will remain a school district employee and not be an employee of the University. However, each Resident Clinical Faculty will adhere to all applicable University policies and rules. The University agrees to reimburse the District for one-half of the average teacher salary and benefits for each of the two Resident Clinical Faculty during the 2025-2026 contract year, Calculations for Resident Clinical Faculty, as set forth in **Exhibit A** attached hereto. It is understood that the Resident Clinical Faculty will work the same number of days as specified in their regular contract, but they may require a modified schedule due to differences in the University and district calendars. The modified schedule must be acceptable to both the University and District personnel office.
  - d. The program will be evaluated by the University and District staff to determine the impact on the University students, the College of Education and Human Services teacher preparation program, the Resident Clinical Faculty, students and teachers at the Professional Development Schools and/or school university partnership school, and the District. Results will be disseminated to the District and to all members of the project.
2. Substitute Teaching. UNF COEHS, the District, and Kelly Services agree to a substitute teaching initiative. At all times during which an Intern is serving as a substitute teacher, the District will ensure that the student is under contract with Kelly Services and being engaged and paid by Kelly Services. At no time during which the Intern is substitute teaching will the Intern be an employee of either the District or the University or be entitled to additional compensation by either the District or the University.

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

3. Information Sharing: Student Records.

- a. With respect to information sharing set forth in **Exhibit B**, the Parties agree to the following:
  - i. To promote to the fullest extent permissible and in compliance with federal law and Florida Statutes (including but not limited Sections 1002.22, 1002.221 and 1002.97, Florida Statutes, and Family Educational Rights and Privacy Act (FERPA) codified at 20 U.S.C. 1232g and its regulations codified at 34 CFR part 99) regarding the sharing of PII in student education records and information relevant to the purpose of this MOU.
  - ii. That for purposes of this MOU, each Party shall function as an agent of the other Party with regard to accessing student record information necessary for each Party's performance of its program and alignment of the programs to facilitate improving instruction and quality education. Each Party agrees to the following conditions, as required by 20 U.S.C. section 1232g and 34 C.F.R. section 99.31 (FERPA): (a) Each Party is performing a service or function for which the other

Party would otherwise use its employees; (2) Each Party is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) each Party is subject to the requirements of 34 C.F.R. section 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

- iii. That each Party shall use the PII received from the other Party in partnership in the legitimate educational interest of developing and administering predictive tests, and improving instruction of students, by reviewing the PII to identify best practices and effects on student outcomes, which students need supports and to modify those supports in response to data, aligned with the requirements listed in 34 C.F.R. section 99.31 of the Family Educational Rights and Privacy Act (FERPA). Each Party understands and agrees that the use of the PII shall only be for the express purposes set forth in this MOU, and no other use is authorized.
- b. With respect to PII within the student education records to be shared pursuant to the terms of this MOU, each Party to this MOU agrees to protect the rights of students and clients with respect to records created, maintained, and used by each Party in accordance with state and federal law. It is intended that parents/guardians, students and clients have the rights of access, challenge and privacy with respect to educational records and reports, and that there shall be strict adherence to all applicable laws and regulations pertaining to those rights. To effectuate compliance with legal requirements, the Parties agree to the following regarding the student information to be shared pursuant to this MOU:
  - i. The Parties hereby agree to share electronic student PII across systems, in full compliance with state and federal confidentiality requirements, particularly FERPA, for purposes of each Party's educational studies and for the improvement of student education.
  - ii. The Parties acknowledge that, during the term of this MOU, confidential information of a special and unique nature will be disclosed to each other. Each Party will protect confidential information received from the other Party in a manner that will not permit the personal identification of a child or his or her parent, including foster parent, by persons other than those authorized to receive the records, and each Party shall protect the confidential information from unauthorized access, use or re-disclosure.
  - iii. Each Party shall establish a mutually agreed upon limitation regarding the number of users with access to the student information; it being understood that each Party's authorized personnel (whether paid or non-paid staff) must be under the direct control of the Party with respect to the use and maintenance of the records to be disclosed pursuant to this MOU. Each Party shall deliver in writing its respective authorized representative(s), each of whom shall be only those person(s) who need the confidential information to perform their official duties in connection with the uses of the data authorized in this MOU and each Party's authorized representative(s) (whether paid or non-paid staff) must be under the direct control of the Party with respect to the use and maintenance of the records to be disclosed pursuant to this MOU.
  - iv. Any use, disclosure, or re-disclosure of the confidential information provided by

each Party to the other Party not expressly permitted by this MOU is unauthorized and prohibited. Each Party must ensure that their respective authorized personnel are informed about and aware of the prohibitions regarding the use, disclosure, and re-disclosure of any confidential information provided pursuant to this MOU. Notwithstanding the terms of this section, either Party may disclose confidential information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing Party must provide the other Party prompt notice of the order and at the other Party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

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

- xi. Upon the expiration or termination of this MOU, each Party shall, within sixty (60) days, destroy any and all records containing PII received from the other Party. Each Party shall send written notice to the other Party confirming this requirement has been achieved. This covenant shall survive the expiration or termination of this MOU.
4. FERPA. A copy of the MOU and the Addendum will be shared with the Chief Operating Officer of the Kelly Services. A written assurance from the Kelly Services that Kelly Services, in connection with an Intern's engagement as a substitute teacher, will comply, to the extent applicable, with FERPA, as more particularly provided in section 5(c) of the Agreement.
5. Term: Renewals. The term of this MOU commences on the Effective Date and expires July 31, 2026. Notwithstanding the foregoing, the Parties agree that the term of this MOU renewed and extended for five (4) additional one year renewal periods (with the last potential renewal expiring on September 30, 2028), unless both parties agree to a new or revised MOU to succeed this MOU or either Party provides ninety (90) days written notice to the other Party to terminate this MOU, with such termination date to be effective in ninety (90) days or such subsequent date specified in the notice. If this MOU is terminated for convenience as provided herein, both Parties will be relieved of all obligations under this MOU except for those obligations that expressly survive the expiration or termination of this MOU.
6. Default. In addition to the termination for convenience provisions set forth in section 5 Term Renewals, this MOU may be terminated upon an uncured event of default. Upon an event of default, the non-breaching Party shall send written notice to the breaching Party specifying the default. The breaching Party shall have ten (10) days to cure the default, and if the default cannot reasonably be cured within ten (10) days, the breaching Party shall initiate and diligently pursue the cure of the default until completion within thirty (30) days. If the default is not cured, then the non-breaching Party may immediately terminate this MOU upon written notice take such other action as may be necessary and appropriate to protect the interests of the affected parties.
7. No Fees. Neither Party shall be responsible for the payment of fees or expenses to the other Party for the performance of this MOU; it being understood that each Party shall be responsible for payment of its own respective costs (if any) to implement the provisions of this MOU.
8. Indemnification; Insurance. The University and the District agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as waiver of sovereign immunity by the School or the University. Each Party certifies to the other Party that each such Party is self-insured pursuant to the provisions of §768.28(16), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements.
9. No Third Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU.



None of the Parties intend to directly or substantially benefit a third party by this MOU. The Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by a third parties in any manner arising out of this MOU.

10. Non-Discrimination. Each Party represents and warrants to the other Party that such Party does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with such Party's performance under the MOU on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Each Party further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the MOU.
  
11. Public Records. This Agreement is subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. University and District understand the broad nature of these laws and, as to matters covered by this Agreement, agree to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, University and District agree to:
  - Keep and maintain public records required by the District or the University in order to meet its obligations hereunder.
  - Upon request from the District's or University's custodian of public records, provide the other with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
  - Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement to the extent District or University does not transfer the records to the other.

Upon completion of the Agreement, transfer, at no cost, to the other all public records in its possession or keep and maintain public records required by the other to meet its obligations hereunder. If it keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other, upon request of the other's custodian of public records, in a format that is compatible with the information technology systems of the other.

IF UNIVERSITY OR DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE ADDRESS AND PHONE NUMBER BELOW.



Jennifer Shepard  
Director of School Improvement, Professional Learning, and Assessment 900 Walnut Street  
Green Cove Springs, FL 32043 (904) 336-6950

Stephanie Howell  
Office of the General Counsel 1 UNF Drive  
Jacksonville, Florida 32224  
(904) 620-1028

Dawn Posey  
BAF Assistant Superintendent Business Affairs 900 Walnut Street  
Green Cove Springs, FL 32043 (904) 336-6722

12. Insurance. The University is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes and administered by the State of Florida, Department of Financial Services. The University certifies that it maintains and agrees to continue to maintain during the term of this MOU, workers compensation, general and professional liability protection coverage through the Risk Management Trust Fund, and that this protection extends to the University, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes. The University will convey a copy of its current Certificate of Coverage upon request. Nothing herein is intended to serve as a waiver of sovereign immunity or will be construed as consent by the University to be sued by third parties. The University shall insure that the District receives immediate notification of reduction in or cancellation of coverage.

The District certifies that it is self-insured pursuant to the provisions of 768.28, F.S., for tort liability in anticipation of any claim, which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and worker's compensation self-insurance supersedes any insurance obligation imposed on the District in the MOU. The District shall insure that University receives immediate notification of reduction in or cancellation of coverage.

13. Indemnification. The University and District agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the limitations and defenses provided by Section 768.28, Florida Statutes.
14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by the District or the University. Nothing herein shall be construed by District or the University to be sued by third parties for any matter arising out of or relating to this MOU.
15. Subcontractors. If University is permitted to subcontract any of the work set forth in the Agreement, University shall ensure that each subcontractor complies with all provisions of the Agreement. University will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

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

subcontractor(s). Inasmuch as this Agreement is authorized by the District to be signed pursuant to Policy 7.41, the University represents and warrants to the District that at least fifty percent (50%) of the services to be provided under this Agreement will be provided directly by the University.

16. Exhibits and Addenda. This Memorandum of Understanding includes and incorporates the terms of the "Addendum to Clay and UNF Memorandum of Understanding" a copy of which Addendum is attached hereto, as **Exhibit C**.

This Memorandum of Understanding shall take effect on the date of execution by all parties and shall terminate at the end of the 2025-2026 school year.

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

By:

By:

---

David Broskie  
Superintendent of Schools

---

Erin Skipper, Chairman  
Office of Legal Services

**THE UNIVERSITY OF NORTH FLORIDA, BOARD OF TRUSTEES**

By:

By:

---

Scott Bennett, Interim Vice President  
Administration and Finance

---

Jennifer Kane, Interim Dean  
College of Education and Human Services

**Exhibit A**

**Calculations for Resident Clinical Faculty**

Calculations for Resident Clinical Faculty Salary

Benefits @ 33.66%

Retirement = 11.91%

FICA/Medicare = 7.65%

Health = 12.37%

Workers Compensation = 1.43%

Name of Employee	Salary	Benefits	Total Salary plus Benefits	50%
Kerri Bell	\$55,655.00	\$19,540.47	\$75,195.47	\$37,597.74
Shaundricka Medlock	\$55,655.00	\$19,540.47	\$75,195.47	\$37,597.47
				<u><b>\$75,195.47</b></u>

## **EXHIBIT B**

### **SCOPE OF STUDY AND PII TO BE DISCLOSED**

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

UNF agrees to the following:

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

The District agrees to the following:

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

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

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

## **Exhibit C**

### **Addendum to Clay/UNF Memorandum of Understanding (Professional Development Schools Program)**

The University worked in collaboration with District personnel to select partnership schools for Fall 2025 and Spring 2026. There is an attached addendum for the elementary and secondary education levels to be included with the MOU. This will be approved by both the District and the University, identifying the school, the courses taught, the student selection process, and the scope of activities.

#### **Elementary PDS and Partner Schools**

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

Possible Undergraduate Courses:

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

Scope of Work: Shaundricka Medlock will serve as the Resident Clinical Faculty member for the Clay County Elementary PDS Grove Park Elementary. District/University established partner schools in the Grove Park "family" of schools includes W.E. Cherry Elementary and S. Bryan Jennings Elementary. Shaundricka Hope will serve as the liaison to UNF for the Elementary "family" of schools including but not limited to overseeing the field placements and course work at these schools.

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

#### **Secondary PDS and Partner Schools:**

Orange Park Junior High  
Orange Park High

Possible Undergraduate Courses

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

Scope of Work: Kerri Bell will serve as the Resident Clinical Faculty member for Orange Park High School and Orange Park Junior High. The RCF will provide instruction for students enrolled in courses as well as provide professional support, including but not limited to curricular planning and instruction, for and with the teachers, staff and administration OPHS.

Selection: Students will self-select for the co-requisite courses offered at the PDS and Partner Schools.

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

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

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

#### Courses:

Coaching and Mentoring

Teacher Inquiry

Multicultural and Urban Education

Action Research for Teacher Leaders

Designing Curriculum and Facilitating Professional Learning for the Adult Learner

End of Document





**DEPARTMENT OF FINANCIAL SERVICES**  
***Division of Risk Management***

**STATE RISK MANAGEMENT TRUST FUND**  
**GENERAL LIABILITY**  
**CERTIFICATE OF COVERAGE**

Policy Number:      GL-0261      General Liability  
Certificate of Coverage

Name Insured:      University of North Florida

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability:      **\$200,000.00** each person  
                                 **\$300,000.00** each occurrence

Inception Date:      July 1, 2025

Expiration Date:      July 1, 2026

CHIEF FINANCIAL OFFICER



**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;

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**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.