

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260071
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: 03/25/2026

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

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

Vendor Name: University of North Florida

Contract Title: UNF Student Affiliation

Contract Type: New Renewal Amendment Extension Previous Year Contract # 220039

Contract Term: 9/1/2026-9/1/2031 Renewal Option(s): five (5) year periods - agreed in writing by the parties

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 **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 6:58 am, Mar 27, 2026

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department 	No Cost _____ _____ _____
School Board Attorney JPS Review Date 4/6/26	Legally sufficient. _____ _____ _____
Other Dept. as Necessary Review Date	_____ _____ _____

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

FINAL STATUS Tentatively Approved
Pending Required Signatures **Fill in page 6 also**

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 an Assistant Superintendent, or a Chief Officer.
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 an Assistant Superintendent for their Division, or Chief Officer, or Director, or Supervisor, 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. Email: district9056@myoneclay.net. 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 save a digital 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

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

This affiliation agreement, is made and entered into effective September 1, 2026 by and between the School District of Clay County, a body politic and corporate, with its office located at 900 Walnut Street, Green Cove Springs, FL 32043 (hereinafter referred to as the “District”) and the University of North Florida Board of Trustees, a public body corporate, for the benefit of its College of Education and Human Services, with its office located at 1 UNF Drive (hereinafter referred to as the “University”). This Agreement is for the following program(s):

- Teacher Education Programs
- School Counseling Program
- School Leadership Program
- Interpreting Program

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

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

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

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

1. INCORPORATION OF RECITALS

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

2. DEFINITIONS/TERMS

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

3. OBLIGATIONS OF THE UNIVERSITY

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

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

4. OBLIGATIONS OF THE DISTRICT

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

- successful classroom experiences and have been assessed as highly effective or effective on annual evaluations, when applicable.
- e. Cooperate with the University in enforcing University policies, procedures and regulations related to student performance and student conduct.
 - f. Permit the authority responsible for accreditation of University's curriculum to inspect the Facilities, services and other items provided by the district for purposes of the education experience upon reasonable notice.
 - g. Notify the University, in writing and at the earliest possible time, of any Intern whose work or conduct with students, parents or personnel is not, in the opinion of District, in accordance with acceptable procedures or standards of performance or otherwise could disrupt District's operation. District may immediately remove from the premises any Intern who poses an immediate threat or danger to personnel or to the quality of educational services, or for unprofessional behavior. In such event, said Intern's participation in the Program(s) at the school shall immediately cease, subject to being resumed only with the mutual written agreement of the District and University.
 - h. District acknowledges: (a) an Intern's provision of services in the clinical or field experience will not displace District's employees or provide any immediate advantage to the site; (b) no participating Intern will be entitled to employment by the district following the internship; and (c) this internship will be without compensation to the Intern.
 - i. District accepts responsibility for supervising Intern when Intern is on-site completing his or her field or clinical experience.
5. University and District Collaboration
- a. University and District agree to work together to establish and maintain a quality Program. District agrees to take an active role in suggesting education policy, curriculum, and course content.
 - b. University and District agree to collaboratively work to develop mutually beneficial field/clinical experiences designed to improve student learning and the preparation of teachers. To this end the parties agree to jointly:
 - a. Establish goals and expectations for teacher candidates, school and university based clinical educators.
 - b. Co select, orient and assess school based and university clinical educators.
 - c. Develop criteria for selection of clinical educators that includes but is not limited to a minimum of three years classroom teaching experience, appropriate state certification, effective or highly effective on annual evaluations, and the state approved Clinical Educator Training.
 - d. Provide professional development opportunities to enhance the knowledge and skill set of clinical educators.
 - e. Create multiple performance evaluations and collaboratively utilize them for assessment purposes of candidates and clinical educators.
 - f. Design diverse field/clinical experiences that demonstrate a high degree of depth, breadth, and are of sufficient duration to permit candidates to develop knowledge, skills, and dispositions to become effective and positively impact student learning.

- g. Regularly meet to discuss field experiences and make suggestions about the programs that prepare candidates to be effective in their field placements.
 - h. Regularly meet to discuss field experiences and make suggestions about the impact that interns are having on PK-12 students.
 - i. Regularly meet to discuss field experiences and make suggestions about the dispositions that candidates demonstrate during their field placements.
- c. The parties acknowledge that student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that Student permission must be obtained before releasing specific student data to anyone other than University. University agrees to provide guidance to District with respect to complying with FERPA.
 - d. Neither party shall have the power to oblige District or University resources, or commit either, to any particular action.
 - e. Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, and rules, as well as their own respective institutional rules and regulations.
 - f. The parties hereto acknowledge and agree that University and District are each a political subdivision of the State of Florida. As such the District's and/or the University's performance under this Agreement and any amendments hereto or attachments herewith, shall always be subject to any and all Florida laws, Florida regulations and their respective District's Rules which are applicable to the district's and/or University's operations, commitments and/or activities, as the case may be, in furtherance of any terms specified herein.
 - g. Both parties acknowledge and agree that as political subdivisions of the State of Florida they are subject to the provisions of Chapter 119, Florida Statutes regarding public access to records.
 - h. The parties agree to keep a current written record of the specific schools where Interns are participating in the Program.
6. INSURANCE
- a. District acknowledges that the University is self-insured for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the University. Its self-insured fund is authorized pursuant to Florida Statutes. The University agrees to maintain its self-insurance fund for the duration of this Agreement.
 - b. The University acknowledges that the district is self-insured for tort liability with limits of \$200,000 per claimant/\$300,000 per occurrence, as authorized pursuant to Florida Statute 768.28, with said protection being applicable to officers, servants, and agents while acting within the scope of their employment by the district. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the University or the District to

be sued; or (iii) a waiver of sovereign immunity of the University or the District beyond the waiver provided in Section 768.28, Florida Statutes.

7. INDEMNIFICATION

The University and the District agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damage resulting from said negligence subject to the limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the District or the University. Nothing herein shall be construed by the District or the University to be sued by third parties for any matter arising out of or relating to this Agreement.

8. INDEPENDENT CONTRACTOR.

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

9. MISCELLANEOUS

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

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

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

To District: Director of Professional Learning
School District of Clay County
900 Walnut Street
Green Cove Springs, FL 32043

To University: Director of Educational Field Experiences, SCOEHS
University of North Florida
1 UNF Drive
Jacksonville, Florida, 32224

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

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

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

THE SCHOOL BOARD OF _____

BY: _____ Date: _____

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

BY: _____ Date: _____
Dean or Associate Dean
College of Education and Human Services

BY: _____ Date: _____
Karen S. Cousins, Ph.D., Associate Vice President,
Office of the Provost, Academic and Student Affairs



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;

- (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.