

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **260114**
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: 6/24/2026
Name of Contract Initiator: Susan Bodie Telephone #: (904) 336-6873
School/Dept Submitting Contract: Student Support Services Cost Center # 9005
Vendor Name: Maryville University
Contract Title: Memorandum of Understanding (MOU) for Clinical Fieldwork/Practicum Education
Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #
Contract Term: 1 year Renewal Option(s): auto renew annually until terminated in writing
Contract Cost: 0

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

Funding Source: Budget Line #
Funding Source: Budget Line #

☒ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- ☐ Completed Contract Review Form
- ☐ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- ☐ SIGNED Addendum A (if not an SBAO Template Contract) - When using the Addendum A, this Statement **MUST BE** included in the body of the Contract:
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
- ☐ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
- ☐ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)
- ☐ Release and Hold Harmless (If Applicable)

RECEIVED

By Megan Robiou at 3:38 pm, Jun 24, 2026

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

CONTRACT REVIEWED BY:		COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department		No Cost
REVIEWED By bfstae at 5:25 pm, Jun 24, 2026		
School Board Attorney	JPS 7/17	Legally sufficient.
Review Date		
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

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

MEMORANDUM OF UNDERSTANDING
for
CLINICAL/FIELDWORK/PRACTICUM EDUCATION

THIS AGREEMENT, made and entered into on this ____ day of ____, 2026, by and between **MARYVILLE UNIVERSITY**, a non-profit corporation, hereafter referred to as “**Maryville**,” and “_____,” hereafter referred to as “**Facility**,”

WITNESSETH:

WHEREAS, Maryville University has a College of Health Professions on its campus and is desirous of obtaining education experiences for students enrolled in the Physical Therapy, Occupational Therapy, Communication Sciences and Disorders Program and/or Speech Language Pathology Program and is desirous of cooperating with the Facility in establishing a Clinical Education, Fieldwork Educational Program, or Clinical Practicum (“Educational Program”) for the benefit of Maryville students as well as for the benefit of the Facility, and,

WHEREAS, the Facility is desirous of establishing an Educational Program and of obtaining the educational and practical benefits to be derived from the carrying out of such a program and desires to cooperate with Maryville in this respect,

NOW, THEREFORE, in consideration of the mutual benefits to be derived by Maryville and the Facility, the parties do hereby agree as follows:

MARYVILLE UNIVERSITY College of Health Professions agrees that it will:

1. Designate as Director of Clinical Education, Academic Fieldwork Coordinator, or Practicum/Externship Supervisor (“School Coordinator”) a fully qualified faculty member who will be charged with the responsibility of coordinating all activities between Maryville and the Facility and shall render all necessary assistance to the Facility with respect to any problems arising in the area of the Educational Program.
2. At the request of the Facility, provide an honorary, non-compensated adjunct faculty appointment as a Clinical Instructor, Center Coordinator of Clinical Education, Fieldwork Educator, Center Coordinator of Fieldwork Education, or Clinical Supervisor, (“Facility Coordinator”) to employees of the Facility engaged in the Educational Program for the Maryville University College of Health Professions. Such appointment shall not create an employment or agency relationship between the employees of the Facility and Maryville.
3. Through its School Coordinator, designate students to participate in the Educational Program at the Facility for the period of time agreed upon by the Facility and Maryville.
4. Provide the Facility Coordinator, if determined by Maryville as having a legitimate educational interest in such information, with previous academic experiences of students for the purpose of planning and implementing the educational experiences for the students in the Educational Program.

5. Provide the Facility Coordinator with an orientation regarding evaluation procedures and forms utilized in rating student performance.
6. Obtain and maintain the following categories of records on all students assigned to the Facility:
 - completed physical examinations
 - immunity to Measles/Rubella, Mumps, Rubella, and Tetanus/Diphtheria/Pertussis (Tdap), Polio, Varicella or Positive Varicella Titer and Hepatitis B (a Hepatitis B declination statement is acceptable in lieu of immunization)
 - TB-Tuberculin PPD test (documented 2-step initially, then annual)
 - annual flu vaccine
 - CPR and First Aid Certification
 - criminal background checks and urine drug screening records
 - verification of health insurance to cover injuries that students may incur while engaged in the Educational Program at the Facility
 - nicotine screening, if required by Facility
 - Signed release of information forms to allow Criminal Record Background Check, Urine Drug Screen, health and other pertinent data to be provided to the Educational Program and to the Facility.
7. Assure that all students have liability insurance in the amount of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate. Said coverage is to remain in full force and effect at all times, both present and future, relevant to the Agreement. Maryville shall furnish the Facility with a certification with respect to said insurance, which certificate shall contain a statement of the extent and nature of the liability coverage. Such insurance will not be cancelled or materially altered unless the Facility is notified in writing thirty days prior to such action. A decrease in the limits outlined above, unless approved by the Facility, will require termination of this Agreement.
8. In consultation with the Facility Coordinator withdraw students from the Facility when it is determined that the students' performance or health is detrimental to the Facility's health care responsibilities.

Facility agrees that it will:

1. Make facilities available for the Educational Program that provide for the learning experiences of students, as determined by the School Coordinator in collaboration with the Facility Coordinator.
2. Appoint qualified personnel to supervise assigned students for the Educational Program. The Facility Coordinator or designee will be available for meetings with the Maryville School Coordinator concerning the planning, implementation and evaluation of the student Educational Program as shall be necessary.
3. Ensure that the assigned students will participate in providing, under the direction of the Facility Coordinator but will not be solely responsible for, patient care and other therapy services rendered at the Facility as part of the students' experiences.

4. Conduct a complete orientation for students addressing the policies and procedures of the Facility as well as provide students with the necessary instructional material to be utilized during the Educational Program.
5. Provide access to emergency health services to students during the hours of their clinical assignment. The student assumes responsibility for any expenses incurred.
6. Notify School Coordinator immediately if a student's performance or health is unsatisfactory or detrimental to the Facility's health care responsibilities.
7. Complete evaluations of students' performance at such times as called for by Maryville University.
8. Provide assigned students with the opportunity to discuss their evaluations with the Facility Coordinator.

MARYVILLE UNIVERSITY COLLEGE OF HEALTH PROFESSIONS with FACILITY together agrees:

1. To mutually determine the number of students to be assigned to the Facility as part of the Educational Program.
2. Not to discriminate against any student in its assignments to the Educational Program based on race, color, gender, age, marital status, sexual orientation, religion, national origin, disability, Vietnam or disabled veteran status or any other characteristics protected by law.
3. To evaluate the experience offered, formulate plans and suggest changes for the succeeding year.
4. To determine administrative details of the Educational Program through conferences between the Facility Coordinator and the School Coordinator.
5. Maintain the confidentiality of personally identifiable student information as required by the Family Educational Rights and Privacy Act ("FERPA"). As such, each party agrees that it will not publicly disclose, other than to those individuals with a legitimate educational interest, personally identifiable student information. If either party has a question as to whether disclosure is permissible in a particular instance under FERPA, the party should consult with the other party for guidance.
6. That Maryville and the Facility are independent entities, and neither shall have, nor exercise, any control over the means, manner or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship or joint venture between the parties. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations to one another, the students assigned to the Facility or to any third party.
7. That the terms of this Agreement shall begin on the date first above specified and shall continue until such time as either party hereto terminates or modifies this Agreement by mutual written consent. Either party may terminate this Agreement for any reason by providing the nonterminating party with written notice at least ninety days prior to the desired termination date, or at any time mutually agreed upon by the parties. Notwithstanding the notice requirement, either party may terminate this

Agreement or remove a student from the Facility at any time if the terminating or removing party determines that the Educational Program is jeopardizing student safety or patient care.

8. School will be responsible for instruction and administration of the students' academic education program. School will have the final responsibility for grading students.

IN WITNESS WHEREOF, the Parties hereto and the Director of the Physical Therapy, Occupational Therapy, Communication Sciences and Disorders Program and/or Speech Language Pathology Program at Maryville and the authorized party at the Facility have caused this Agreement to be executed on the day and year first above written.

MARYVILLE UNIVERSITY
650 Maryville University Drive
St. Louis, MO 63141

FACILITY NAME
Street Address
City, State, Zip Code

Michelle Jenkins, PT, DHS
Dean
Myrtle E and Earl E Walker College of Health
Professions

Signature

Print Name/Title

Date: _____

Signature

Print Name/Title

Date: _____