

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260081

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: 4/28/2026

Name of Contract Initiator: Tabbatha Johns

Telephone #: 904-336-6937

School/Dept Submitting Contract: Climate & Culture

Cost Center # 9004

Vendor Name: St. Bonaventure University

Contract Title: Memorandum of Agreement

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

Contract Term: 8/15/26 - 8/15/2029

Renewal Option(s): N/A

Contract Cost: no cost

☒ BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line #

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☐ 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 2:19 pm, Apr 28, 2026

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

CONTRACT REVIEWED BY:

COMMENTS BELOW BY REVIEWING DEPARTMENT

Purchasing Department

No Cost

REVIEWED

By Bertha Staefe at 3:03 pm, Apr 28, 2026

School Board Attorney

JPS

Legally sufficient.

Review Date

5/12/26

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



MEMORANDUM OF AGREEMENT BETWEEN CLAY COUNTY DISTRICT SCHOOLS AND ST. BONAVENTURE UNIVERSITY

This agreement is entered into between St. Bonaventure University, (hereinafter referred to as "University") Clay County District Schools (hereinafter referred to as "Organization") for the purpose of providing field placements for School of Education students from St. Bonaventure University.

School of Education students will be made available to the Organization by the University to function as observers, tutors, methods participants, student teachers and interns. This agreement pertains to these groups beginning August 15, 2026 and ending August 15, 2029.

Payment. There is no financial obligation to/from either the University in regard to the placement of students for field work.

Selection of Students. The University will select school students who will be placed within the Organization. All students will be required to obtain, before placement, state police and child abuse registry background checks. All placements within the Organization are directly linked to course requirements.

Termination of Placement. Education and Counseling students may be removed from an assigned placement, or from the Organization, by the University or at the request of the Organization on its own initiative, for the health and wellness of students, site supervisors, and University supervisors.

Supervision of Education Students. The University will be responsible for the selection and supervision of students in an educational and consultative capacity. They will perform regular and periodic student observations, and will assist in determining program needs. The Organization will provide opportunities for participation in classroom activities, guidance for successful outcomes, and assist with performance evaluation. The Organization will also be responsible for the day-to-day tasks of the student while performing duties at the site. The Organization shall maintain any and all student records with the same level confidentiality and privacy as it does for the records of its own employees and, in addition, to the extent that the Organization is involved in evaluating the student's performance, in accordance with the Family Educational Rights and Privacy Act (FERPA).

Data Sharing. The University and the Organization agree that the University's students shall not be given access to the Organization's student Data (as defined by 8 NYCRR section 121.1(q)) (hereinafter "confidential data"). Additionally, to the extent that the University's students do obtain knowledge in respect of said confidential data without being granted such access the University warrants that, prior to the placement of students with the Organization, the University shall advise its Students of their duty to refrain from acting or omitting to act in any manner that could be reasonably foreseen to result in the disclosure of such confidential data. Provided however, that the University shall be under no obligation to adopt any particular cyber security protocols, platforms or frameworks in respect of such potential disclosures of confidential data because access thereto is not contemplated within the scope of this MOU.

Liability. It is understood that students are not employees of the Organization, and the University will obtain and provide the Organization with professional liability insurance covering the students who are participating in this program.

Telemental Health/Online Services (specific to COVID-19 Pandemic). It is understood that students may not, under any circumstance, provide telemental health services unless under the direct supervision of a certified school counselor and

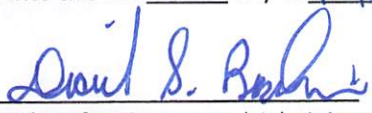
with approval from the faculty instructor. Additionally, students are mandated to practice only within their scope of study, and within the guidelines set forth by the student's respective state licensure board.

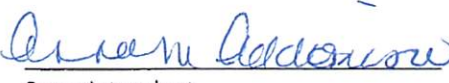
Communicable and/or Infectious Disease Risk.

1. The Organization and University agree that while each expects the other to use reasonable and routine cleaning and sanitization procedures on and within the areas of their respective premises, and enforcement of appropriate social distancing protocols with respect to the occupancy thereof, the Organization and the University acknowledge that no cleaning and sanitization procedures or social distancing protocol can be expected to entirely eliminate the spread of communicable diseases. Organization and University further acknowledge that communicable diseases including, but not limited to, viruses and bacterial infections can be spread by and between human beings through airborne respiratory droplets or bodily fluids, incidental breaches of proscribed social distance thresholds, or surface contamination even where best practices are followed with respect to said cleaning and sanitization, and social distancing protocols.
2. Therefore, both Organization and University acknowledge and agree that despite the other's cleaning, sanitation, and social distancing procedures, Students, and those with whom said Students interact within a shared space are at risk of either spreading or contracting a communicable or infectious disease in connection with the activities contemplated herein. By choosing to enter into this Memorandum of Agreement, University and Organization hereby waive, as to one another, all claims or demands for damages, indemnification, contribution or the like stemming from the contraction, spread, or transmission of a communicable or infectious disease from such other individuals with whom the Student(s) is/are sharing Organization's space. Further, the University and Organization hereby waive any claims or demands that may accrue to their heirs or assignees, that they may now have or may in the future come to have against the other, or the officers, directors, faculty members, employees, or servants of the other for damages arising from or relating to the transmission or contraction of a communicable or infectious disease while entering, using, remaining within or residing at the Organization's premises, or arising from the transmission or spread of a communicable or infectious disease.
3. To the extent that any provision of this acknowledgement and waiver is deemed violative of any statute, rule, regulation, common law or other authority, the University and Organization agree that this clause shall be reformed to the maximum extent possible so as to give reasonable force and effect to its terms to the greatest extent permissible under such law or controlling authority.

Indemnification. The above acknowledgment and waiver notwithstanding and without waiving the same, the Organization and University agree to defend, indemnify, and hold one another, along with the other's officers, directors, employees and agents, harmless from and against any and all other claims, losses, liabilities and expense, whether or not litigation is commenced, arising out of or relating to the activities contemplated herein, except to the extent that such acts or occurrence are the result, exclusively, of the negligence or culpable conduct of the party that would otherwise be the indemnifying party.

Entered into this the 18 day of May, 2026


~~Vice President for Finance and Administration~~
~~St. Bonaventure University~~
Superintendent


~~Superintendent~~
St. Bonaventure University