

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

This affiliation agreement, is made and entered into effective August 1, 2024 by and between the School Board 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:

- **UNF Jacksonville Teacher Residency (JTR) AmeriCorps 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 in the existing fully executed **Affiliation Agreement (Contract #220039)** between the District and the University for 2024-25 academic year AND those 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. **BACKGROUND AND PURPOSE**
 - a. The Parties share a common vision for improving the academic futures of low income, high-need children and youth in and around the Jacksonville area.
 - b. The Parties agree that the mission of the Programs is to recruit, prepare, and retain a diverse population of highly effective teachers who serve in high needs schools to ensure that Clay County students are inspired and prepared for success in college or a career, and life.
 - c. This Agreement establishes the framework for the implementation and support of the UNF JTR AmeriCorps Program and clarifies the responsibilities of each Party and of the Parties jointly. The Parties acknowledge that the guidelines set forth in the Agreement may be modified from time to time, in writing, signed by all Parties, as the Programs develop and evolve, to meet the needs of each party

and to fulfill its mission. University-based initial education preparation at UNF has long relied upon placing teacher candidates in area schools for professional practice prior to program completion and recommendation for licensure. Existing partnerships have utilized professional practice as an integrated and continuous component of our preparation programs. Key to these partnerships has been a shared and mutual benefit to both UNF and Clay District schools.

3. COMMITMENT DESCRIPTION

- a. The Program have been developed to prepare high caliber, motivated, and committed new teachers in Pre K-primary, Elementary, Secondary, and Exceptional Student Education Licensure areas. UNF is commit to ensuring that coursework is aligned to the clinical component of the Program.
- b. The Undergraduate JTR Program is a one-year residency program (August 2024 through June 2025). From August 2024 through December 2024, the Undergraduate Program residents will complete their undergraduate pre-internship coursework culminating in the completion of a Professional Internship requirement in the spring of 2025. Undergraduate Residents will graduate in the Spring of 2025 at which time they will be eligible to earn a teaching certificate through the Florida Department of Education while concurrently continuing to serve as residents through the end of the District's academic year (June 2025).
- c. As appropriate, District will interview Program residents and determine qualifications for full-time positions within the District as warranted. UNF will determine admission and certify successful completion of all bachelor's degree requirements by each Undergraduate Program participant as warranted.
- d. Applicants to the Program will be recruited and accepted based on selection criteria jointly established by the Parties, and will complete the prescribed program of preparation, which is organized around a residency experience in the classroom of a Clinical Residency Mentor ("CRM"). The CRMs serving in this Program will be required to participate in, and complete within the designated time, professional development for this role as a condition of undertaking the work. Undergraduate Program teacher candidates will participate in a residency experience from August 2024 through December 2024 which will consist of a minimum of 2 days a week in a District classroom and 2.5 days per week in coursework under the guidance of a CRM and Resident Clinical Faculty (RCF). Beginning January 2025 through June 2025, Undergraduate Program residents will spend the equivalency of 4.5 days per week in a District classroom and .5 days a week in seminars under the guidance of a CRM and RCF.

4. TERMINATION

- a. Any party may terminate this Agreement for any reason, but only by providing to the other party written notice of its intentions, by December 1 of each year. In the event of such written notice, termination of this Agreement shall take effect at the beginning of the following academic year. Notwithstanding its notice of termination, all Parties must complete their commitment to each cohort of

teacher candidates in process at the time notice of termination is given and must remain active in implementation of the Program through June of the following academic year.

- b. Each Party shall be responsible for the cost to implement each Party's duties and obligations under this Agreement. Any financial obligation of either Party created by this Agreement is conditioned on the availability of funds appropriate or allocated for the Party's payment of services or products. If such funds are not allocated and available for either Party, then this Agreement may be terminated by such Party at the end of the period for which funds are available. In such event, the terminating Party shall notify the other Party at the earliest possible time before such termination. No penalty shall accrue to the terminating Party in the event this provision is exercised, and the terminating Party shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

5. FUNDING

- a. The ability to deliver the Programs is dependent upon external funding the details of which are covered in one or more UNF grant contracts with sponsoring agencies. For Cohort 11, these stated funding agreements are established between the University of North Florida Office of Research and Sponsored Programs and the School District of Clay County shall be inclusive of all costs to operate the program for Cohort 11 pursuant to this Agreement. The District shall be responsible for the Program costs only as specifically set forth in this Agreement which shall exclude costs covered by program participants of third parties. Should funding from a third party be terminated, reduced, or otherwise delinquent at any time and for any reason, the District or UNF may elect to immediately terminate this Agreement and no penalty shall accrue to either party in the event this provision is exercised nor shall either party be obligated for any further payments due or any damages as a result of termination under this section. However, if each party does not elect to terminate this Agreement, the parties may renegotiate the services and amend this Agreement accordingly pursuant to a subsequent written agreement.
- b. The District will be responsible for paying all negotiated mentoring stipends for employees serving as Clinical Residency Mentors (CRM) in the Programs in an aggregate amount **not to exceed \$5,000.00 at \$2500.00 each mentor teacher/CRM**. Additionally, the District shall be responsible for paying to UNF a pro-rata portion of the annual JTR AmeriCorps resident stipend for the Residency Program participants as follows: District's portion of the resident stipend is **\$3445.00 per resident resulting in an aggregate amount not to exceed \$6,890.00**. Based on the foregoing, District's maximum indebtedness under this Agreement shall not exceed **\$11,890.00**. Payments shall be made to UNF on a quarterly basis. Payment by CCDS will be issued payment in accordance with Sections 218.70, F.S., *et. seq.*, Local Government Prompt Payment Act, after receipt of an acceptable invoice, provided in accordance with the terms and conditions of this Agreement. Any penalty for delay in payment shall be in

accordance with applicable law. Payment will be made pursuant to UNF's proper invoice delivered to the District no less frequently than a quarterly basis on or about October 18, 2024, January 17, 2025, March 28, 2025, and May 16, 2025, which invoices shall be in form and content required by the District for purposes of its review and verification of each candidate's continued enrollment and good standing in the candidate's respective Program during the term of this Agreement. If a recruit withdraws from a Program, then the parties shall make a pro rata adjustment reducing the amount due to UNF resulting from that recruit's withdrawal. The final invoice for this Agreement shall reflect the prior installment payments and the payment requested for the final invoice period.

6. RIGHTS TO INTELLECTUAL PROPERTY

- a. The Parties agree to abide by each respective Party's criteria for use of the Party's logo(s) and agree that neither Party shall use the other Party's name, logo or other likeness in any public event, press release, marketing materials or other public announcement without receiving the first Party's prior written approval. The Parties also agree that neither Party shall host or stage events at the other Party's location(s) without receiving prior approval by the first Party.

7. RESEARCH APPROVAL PROCESS

- a. A data sharing agreement is included as Exhibit A to this Agreement.

8. 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 i=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 one (1) year commencing on the Effective Date and may be renewed for successive one (1) 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 shall continue as necessary for the purpose of permitting Residents actually participating in the Program at the time of termination to finish the Program at District.

- e. 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: Ashley Gilhousen
The School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, FL 32043

To University: Director, UNF JTR AmeriCorps Program
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.)


[Signature page to Affiliation Agreement between the School Board of Clay County, Florida, and the University of North Florida Board of Trustees (on behalf of its College of Education and Human Services) (for JTR Cohort 11 Undergraduate Residents), dated effective August 1, 2024]


IN WITNESS WHEREOF, the undersigned authorized representatives of the 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 CLAY COUNTY, FLORIDA

BY:  Date: 11/7/2024
Ashley Gilhouse, Board Chair

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

By:  Digitally signed by John Kantner
Date: 2024.10.01 12:03:18 -04'00' Date: _____
Dr. John Kantner
Senior Associate Provost of Faculty & Research
University of North Florida

By:  Digitally signed by Karen
Patterson
Date: 2024.10.01 12:20:39 -04'00' Date: _____
Dr. Karen Patterson
University Provost
University of North Florida