

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 240033
 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: 8/4/2023

Name of Contract Initiator: Sarah Lawson Telephone #: 904-336-6560

School/Dept Submitting Contract: Human Resources Cost Center # 9060

Vendor Name: St. Leo University

Contract Title: MOU Para to Pro between SLU & CCDS

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: 9/2023-9/2026 3 Years Renewal Option(s):

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 PURCHASING AUG - 4 2023

RECEIVED SBAO 8/9/2023

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>B78</u>	<u>No Cost</u>
Review Date <u>8/7/23</u>	
School Board Attorney <u>JB</u>	<u>Add appropriate blocks for SBAO review</u>
Review Date <u>8/18/23</u>	<u>JB</u>
Other Dept. as Necessary	
Review Date	

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

FINAL STATUS **APPROVED** DATE: 8-21-23

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



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
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

between

THE SCHOOL BOARD OF CLAY COUNTY

and

SAINT LEO UNIVERSITY

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this (Effective Date) by and between Saint Leo University (Saint Leo), a private, nonprofit institution of higher education incorporated in the State of Florida, and The School Board of Clay County, Florida, a political subdivision of the State of Florida which operates the schools located in Clay County, Florida.

RECITALS

WHEREAS, SBCC desires to support its classroom assistants, non-instructional employees, and instructors (Paraprofessionals) who are interested in pursuing a bachelor of arts degree in education and becoming state-certified teachers; and

WHEREAS, SBCC believes participation in Saint Leo's teacher education program will increase the number of professional teachers working in the SBCC schools, which will improve the quality of education offered by building upon the foundation of commitment and experience already in place; and

WHEREAS, Saint Leo University (Saint Leo) has a program of teacher education and desires to collaborate with SBCC to provide this education opportunity to the Paraprofessionals employed by SBCC; and

WHEREAS, the education faculty and students of Saint Leo desire to engage with the faculty and students of SBCC for the mutual benefit of both Saint Leo and SBCC (Parties);

NOW THEREFORE, Saint Leo and SBCC mutually agree as follows:

AGREEMENT

- A. Program and Purpose. Saint Leo has created an educational program known as the "Paraprofessional to Professional Program" (PTP). The purpose of the PTP is to provide accredited teacher education courses to Paraprofessionals that will result in those individuals earning their bachelor's degree in elementary or middle grades education and becoming a certified teacher licensed to teach in the State of Florida.

The PTP provides the opportunity for flexible teaching practicum placements, education faculty support and observational critiques, continued mentorship after PTP completion, and

workshops for professional development, including targeted training to meet licensure requirements.

- B. Mode of Delivery and Location. PTP courses will be offered via online.
- C. Term. This MOU shall remain in effect for three years from the Effective Date or until either Party terminates this contract upon sixty (60) days written notice at any time and for any reason. The Parties may revise or modify this Agreement by written amendment when both parties agree to such amendment. In the event of termination, any participating Paraprofessionals shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.
- D. Provision of Courses and Curriculum. Saint Leo will provide academic credit for the PTP courses. Saint Leo will be wholly responsible for the curriculum and grading.
- E. Student Selection and Eligibility. SBCC will establish criteria to select which of its employees working as Paraprofessionals are eligible to be considered for admission into the PTP. In order to be selected for the PTP, the Paraprofessional must meet the admission standards of Saint Leo, as well as the admission criteria of the PTP. All Paraprofessional applicants must submit a completed student application; transcripts from high school and previously attended institutions of higher education; SBCC letter of support; letter of recommendation; and documentation of employment with SBCC. The submission of an application does not guarantee admission to Saint Leo or to the PTP. Upon admission and enrollment, the Paraprofessional will become a student of Saint Leo.
- F. Program Cohort. SBCC will select and offer the opportunity to participate in the PTP to its Paraprofessionals twice a year.
- G. Tuition, Textbooks and Fees. Saint Leo agrees to waive the application fee. Tuition will be at a flat rate of \$320 per credit hour. This discount does not apply to the cost of textbooks, fees or supplies. This discount will not be addition to or instead of Saint Leo awards, Saint Leo scholarships, or other tuition discounts through other Saint Leo programs, such as the military discount. Each Paraprofessional will be responsible for the purchase of any textbooks and the payment of Saint Leo tuition and fees.
- H. Financial Aid. Eligible Paraprofessionals may apply for federal and state financial aid through Saint Leo's office of financial aid.
- I. Conduct. All Paraprofessionals are required to comply with Saint Leo policies and procedures, as well as federal, state, county, and city laws and regulations. In the event of any violation, Saint Leo will take appropriate disciplinary action, including removal from the PTP if warranted.
- J. Teaching Practicums. SBCC agrees to provide internship opportunities in its schools for Saint Leo students, including Paraprofessionals, enrolled in its teacher education program or PTPP, the scope of which shall be determined by SBCC need and availability.
- K. Designated Representative. Each Party will appoint a designated representative to coordinate the PTP and to work with the faculty of Saint Leo and the Paraprofessionals. The designated representatives will communicate and hold meetings as needed to review and evaluate the PTP.

L. Nondiscrimination. Each Party agrees that it will not discriminate against any Paraprofessional in violation of any applicable federal, state or municipal laws on the basis of sex, race, religion, national origin, disability, veteran status, or other protected classification.

M. Independent Entities. This MOU shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either Party to act as an agent for, or bind the other party in any manner. Saint Leo and SBCC shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between Saint Leo and SBCC.

DATE: September 7, 2023

DATE:

Saint Leo University

School Board of Clay County



Dr. Susan Kinsella
Interim Vice President of Academic Affairs

Ashley Gilhousen
School Board Chair