

Agenda Item Details

Meeting	Feb 21, 2023 - FEBRUARY 21, 2023, REGULAR MEETING - 5:00 PM - SOUTH WALTON HIGH SCHOOL MEDIA CENTER
Category	8. CURRICULUM AND INSTRUCTION DEPARTMENT
Subject	8.02 Approval of MOU between the Walton County School Board and the Friends of South Walton Sea Turtles (C. Brown)
Access	Public
Type	Action
Preferred Date	Feb 21, 2023
Absolute Date	Feb 21, 2023
Recommended Action	Approval of MOU between the Walton County School Board and the Friends of South Walton Sea Turtles.

APPROVED BY

FEB 21 2023

WALTON COUNTY SCHOOL BOARD

Public Content

Strategic Plan Alignment
Goal 1: Highest Student Achievement
Goal 2: Standards-Based Curriculum and Instruction

[FOSWST MOU \(1\).pdf \(344 KB\)](#)

Administrative Content

Executive Content

APPROVED BY

FEB 21 2023

WALTON COUNTY SCHOOL BOARD

Memorandum of Understanding

Between

Walton County School Board and Friends of South Walton Sea Turtles, Inc.

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the Walton County School Board, Florida (School Board/WCSB) and Friends of South Walton Sea Turtles, Inc. (FOSWST), a 501(c)(3) organization headquartered in Santa Rosa Beach, Florida. FOSWST was organized as a not-for-profit entity under the laws of the State of Florida in 2015. We are dedicated to promoting sea turtle conservation through awareness and education for the residents and the 5 million+ visitors to Walton County, Florida. In furtherance of its mission, FOSWST in partnership with Inwater Research Group (IRG) has developed an educational program suitable for grade school level students and our goal is to teach Sea Turtles conservation to all fifth-grade students in the Walton County School Board (WCSB). The program consists of classroom instruction, a biology laboratory, and field trips to the beaches of Walton County. The School Board desires FOSWST to present its Sea Turtles' Educational program to the WCSB's students during the 2022-2023 school year and beyond.

NOW, THEREFORE, the School Board and FOSWST agree as follows:

FOSWST will:

1. Consult with WCSB personnel regarding the scheduling of classroom presentations and our "Fun @ the Beach" trips for all 5th graders;
2. Comply with the WCSB's policies and procedures for school visitors;
3. Have its volunteers undergo volunteer orientation if requested or required by the WCSB;
4. Assure that its volunteers understand the importance of student confidentiality and sign a confidentiality form if requested or required by the WCSB;
5. Provide sufficient volunteers to present the classroom educational programs and assist with field trips on the days/times agreed upon;
6. Provide its classroom materials for distribution to and use by the students;
7. Provide notice to the WCSB in the event FOSWST must cancel or postpone a

presentation or field trip;

8. Follow the WCSB's policies regarding photographs of students and staff; and
9. Use educational materials in its classroom presentations substantially in the form of the Attachments to this MOU: Attachment A: PowerPoint presentation Why Protect Sea Turtles; Attachment B: Jeopardy Review Game- Turtle Trivia Questions; Attachment C: Pictures of the Laminated card titled "Sea Turtles of the Atlantic & Gulf of Mexico, Turtle-safe flashlight cover stickers, the FOSWST Logo bumper stickers, and the FOSWST Red Flashlight; Attachment D: Sea Turtles Educational Activity Booklets; Attachment E: Turtle Friend and Protector Certificates; and Attachment F: Description of the "Fun @ the Beach" activities.
10. Another option available would be to have the WCSB's Science Teacher(s) rent for free, the Traveling Trunk for a three (3) week teaching period. WCSB teachers can now request our Traveling Turtles Trunk program. "This program was created by Inwater Research Group (www.inwater.org), and the program was funded in part by the National Save The Sea Turtle Foundation. To learn more, visit www.savetheseaturtle.org."
 - a. The program is built on four conservation-based lesson plans for 3-8th graders that center on sea turtles and their conservation. Each lesson builds upon the last as students learn about Florida's nesting turtles, how to sample a population, and how to collect data on their very own sea turtle model. Lessons are aligned with NGSSS, 'with an emphasis on STEM initiatives and inquiry-based learning.
 - b. **The Lessons are:**
 - i. Lesson 1 covers an intro to sea turtles with an out-of-the-seat activity where students must find their respective turtle group using clues on their activity cards.
 - ii. Lesson 2 has nesting activity worksheets as well as a relay race in which students must act as nesting moms laying their eggs.
 - iii. Lesson 3 is all about population sampling. Why we do it, what it can tell us, and gets students to participate in class with a sampling activity.
 - iv. Lesson 4 takes students through a modified sea turtle stranding sheet that helps them determine species, size class, body condition, etc. It delves

into why we tag turtles and why data collection is important. Students will see this come full circle when they watch videos of researchers who originally tagged their turtles. Biologists share their original capture data and students will be able to compare it to current data to determine what changes have occurred between capture occurrences.

- c. Our in-class training is an abbreviated version of the above lessons covered over 1-2 hours. We will work with the teachers' schedules and will be accommodating to their environment and the number of students within each school/classroom.

THE WCSB will:

1. Have a sufficient number of teacher(s) present during all FOSWST classroom presentations and field trips;
2. Provide transportation for students to and from the beach for field trips;
3. Consult with FOSWST personnel regarding the scheduling of classroom presentations and field trips;
4. Provide notice to FOSWST in the event the WCSB must cancel or postpone a presentation or field trip; and
5. Provide the following equipment to assist FOSWST with its classroom presentations:
 - a. Smartboard display;
 - b. Personal Computer running Windows 10 or greater;
 - c. Provide presentation software such as Microsoft PowerPoint (preferred); and
 - d. Access to the Internet for online Videos.

TERM. This Agreement shall become effective upon its complete execution and shall continue for a period of three years unless terminated by either party upon thirty (30) days prior written notice to the non-terminating party. The parties may mutually agree to an updated MOU at the end of the term.

INDEMNIFICATION OF THE SCHOOL BOARD. The FOSWST shall indemnify

and save the SCHOOL BOARD, its agents, and employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect, or consequential, including, but not limited to, bodily injury, sickness, disease, or death, infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way connected with this Agreement, provided such claim is caused in whole or in part by negligent error, omission or act of the FOSWST, its agents or employees in the performance of services under this Agreement. The FOSWST shall not indemnify the SCHOOL BOARD for any negligence of the SCHOOL BOARD's employees or agents. This indemnity shall include, but not be limited to, charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunals, for any reason. By entering into this agreement, the SCHOOL BOARD does not waive any of its immunities or protections under Section 768.28, Florida Statutes, and other Florida laws. Nothing herein is intended to serve as a waiver of sovereign immunity by the SCHOOL BOARD to which sovereign immunity applies. Nothing herein shall be construed as consent by the SCHOOL BOARD to be sued by third parties in any matter arising out of any contract.

INDEPENDENT CONTRACTOR. Neither the School Board nor any of its employees shall have any control over the conduct of the FOSWST or any of the FOSWST's employees, members, or volunteers, except as herein set forth, and the FOSWST expressly warrants not to represent at any time or in any manner that the FOSWST or any of the FOSWST's agents, volunteers, or employees are in any manner agents, servants, or employees of the School Board. It is understood and agreed that the FOSWST is and shall at all times remain as to the School Board, a wholly independent contractor and that the FOSWST's obligations to the School Board are solely as prescribed by this Agreement. Any person or entity performing services for the FOSWST, without receiving monetary or material compensation, shall be considered a volunteer for the FOSWST and not a "volunteer" for the School Board as that term is used in Part VI of Chapter 125, Florida Statutes.

PUBLIC RECORDS. Consultant as Contractor, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. **If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Contract, Contractor shall contact the Custodian of Public Records at: Superintendent of Schools Walton County School District 145 Park Street, DeFuniak Springs, FL 32435 (850) 892-1100 Extension 1302**

hughesr@walton.k12.fl.us

6. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees expended as part of said litigation and any subsequent appeals.

EXTENT OF AGREEMENT. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

Friends of South Walton Sea Turtles, Inc.:

Elizabeth Coppedge, President

Date: _____

Etoi J Moore, Treasurer/Technical Consultant

Date: _____

Walton County School Board:

The Walton County School Board, Walton County, Florida

Sammy Smith
(name)

Title: Chairperson of Board

Date: 2/21/2023

[Signature]
(name)

Title: Superintendent of Schools

Date: 2/21/2023

APPROVED BY
FEB 21 2023
WALTON COUNTY SCHOOL BOARD