

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 210051
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 \$100,00.00

Date Submitted: 10/14/2020

Name of Contract Initiator: Jennifer Shepard

Telephone #: 904-336-6951

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: US Navy

Contract Title: Skillbridge Agreement (this is an internship agreement between the CCDS and US Navy Captain

Contract Type: New Renewal Amendment Extension Previous Year Contract # N/A

Contract Term: 12/1/2020-5/3/2021 Renewal Option(s): N/A

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)*

*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)

COVID-19 Waiver (If Applicable)

Release and Hold Harmless (If Applicable)

RECEIVED

OCT 14 2020

PURCHASING

RECEIVED
10/19/20
SBAO

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BFS</u>	No Cost, Government Agency
Review Date <u>10/15/2020</u>	Their COI per Addendum A? (NA per Bickner)
School Board Attorney <u>JB</u>	∩
Review Date <u>10/21/20</u>	would. The employee is on Permissive Temporary Duty Assigned by USN. He is not discharged but still under orders.
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED DATE: <u>10/23/2020</u>

NMRTC JACKSONVILLE
5216
SER
10 Nov 2020

Clay County District Schools
Internal Serialization
Ser #
10 Nov 2020

SKILLBRIDGE PARTICIPATION AGREEMENT
BETWEEN
COMMANDING OFFICER, *Navy Medical Readiness & Training Command Jacksonville, FL*
AND
Clay County District Schools

Subj: SUPPORT TO SKILLBRIDGE INTERNSHIP ICO ERIC G. CHRISTIANSEN, HM1, USN

1. Purpose. The purpose of this Agreement is to set forth a cooperative agreement of support between Commanding Officer, *NMRTC JACKSONVILLE* and *Clay County District Schools* in Green Cove Springs, Florida. The service and support provided herein will be on non-reimbursable basis and the relationship will be guided by Department of Defense Instruction (DoDI) 1322.19, "JOB TRAINING, EMPLOYMENT SKILLS TRAINING, APPRENTICESHIPS, AND INTERNSHIPS (JTEST-AI) for Eligible Service Members" and NAVADMIN 222/15, "Skillbridge Employment Skills Training Program", DTG R 171359Z SEP 15.

2. Background. *Clay County District Schools* is a County School Board located in Green Cove Springs, Florida and its Federal Employee Identification (FED)/Employee Identification Number (EIN) is 59-6000552. *Clay County District Schools* is offering NAME, RANK, USN an unpaid developmental internship under the DOD Skillbridge Program to provide educational experience and learning opportunities that will advance HIS skills in a formal classroom setting. Having met all requirements and been approved for the program, CWG-6 will release ERIC G. CHRISTIANSEN, HM1, USN to *Clay County District Schools* via a Permissive Temporary Duty Status (PTDY) for the purpose of executing Skillbridge Internship lasting 180 days, in accordance with DODI 1322.29 and NAVADMIN 222/15 and will provide administrative support throughout, as needed.

3. Scope. This Agreement clarifies services and support that *NMRTC JACKSONVILLE* and *Clay County District Schools* will provide in order to ensure the success of this internship and further outlines general areas of agreement.

4. Responsibilities. Administration of this agreement shall not create any obligations upon any appropriated or non-appropriated funds available to the United States Navy.

a. All parties agree that:

(1) This Skillbridge internship will be for a period of no more than 180 days in accordance with Department of Defense policy, and will be executed while ERIC G. CHRISTIANSEN, HM1, USN, is in a PTDY status in Green Cove Springs, Florida or other designated location (per NAVADMIN 222/15, paragraph 8). The 180 day period for this internship will start on 1 December 2020 and will conclude on 3 May 2021, whereupon the service member will commence final Navy checkout obligations until officially transferred to the Fleet Reserve or 03 May 2021. Upon conclusion of the internship on 3 May 2021, ERIC G. CHRISTIANSEN, HM1, USN is free to pursue profitable employment with *Clay County District Schools* or another employer of choice;

(2) During the course of this internship, the service member's official place of duty will be at *Clay County District Schools*' designated location (per NAVADMIN 222/15, paragraph(s) 7 & 9), unless otherwise agreed to voluntarily by the service member intern;

(3) The service member will continue to receive military pay and benefits throughout this internship, and until, the conclusion of HIS time on active duty service, which includes all Permissive TDY periods and authorized periods of Terminal Leave (per NAVADMIN 222/15, paragraph 8);

(4) The service member will not displace regular employees and will not receive pay and benefits such as wages, training stipends, and/or any other form of compensation from *Clay County District Schools*, for the duration of the internship (per DODI 1322.29 Enclosure 4, paragraph(s) 1c & 1);

(5) Either party, *NMRTC JACKSONVILLE* or *Clay County District Schools* may terminate the internship for reasons of military necessity and/or unsatisfactory participation by the service member. Upon notification that the internship is terminated, the Sailor must immediately withdraw from the program and report back to the command (per NAVADMIN 222/15, paragraph 10). Prior to either party pursuing a termination of the internship, *NMRTC JACKSONVILLE* or *Clay County District Schools* will confer and try to resolve any issue(s), short of dismissal by the service member from the agreed internship position. However, for the avoidance of doubt, *Clay County District Schools* retains the ultimate right to end the service member's internship with its company;

(6) Consistent with the Fair Labor Standards Act:

The internship is a dual employment internship and not an unpaid internship as follows:

The service member will receive full military pay and benefits for the duration of the internship and will be assigned to Clay County District Schools, Green Cove Springs, Florida in lieu of his/her normal duties.

The service member intern will work under close supervision of Clay County District Schools for the duration of the entire internship period.

Under no circumstances will the service member be requested or permitted to work more than 40 hours during a normal Clay County District Schools work week.

(7) Consistent with Title 18, United States Code, section 205, the service member intern, throughout the duration of this internship, will not act as an agent for Clay County District Schools before any agency or department of the United States.

b. *NMRTC JACKSONVILLE* will:

(1) Release Eric Christiansen, HM1, USN to participate in this internship after affirming that the service member meets all criteria outlined in the DOD instruction and Navy policy for selection as a Skillbridge Intern;

(2) Safeguard and protect from disclosure any Clay County District Schools confidential information retained for the purposes of establishing and executing this internship to at least the same degree of care that *NMRTC JACKSONVILLE* uses to safeguard its own confidential information, but not less than reasonable care;

Clay County District Schools will:

(1) Along with *NMRTC JACKSONVILLE*, advise the service member intern of his/her responsibilities regarding participation in the Internship Program, including expected professional conduct as well as dress code and the requirement to follow the rules and standards set forth by CWG-6 and Clay County District Schools;

(2) Provide the service member intern meaningful professional development, mentorship, and training experience that supports the purpose of the internship, which is to develop the intern's private sector management skills, analytic abilities, contract familiarization, technical and managerial writing skills, sourcing capabilities, and/or leadership potential as a future analyst, contract specialist, contracting officer and/or corporate executive;

(3) Provide input to *NMRTC JACKSONVILLE* on the service member's performance during the internship, as requested, and offer any voluntary insights or lessons learned related to the execution of the internship agreement that could inform the advancement and refinement of *NMRTC JACKSONVILLE's* Skillbridge (JTEST-AI) program;

5. Implementation Instructions.

a. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment hereto, provided such revision or modification is mutually agreed upon and signed by the authorized representatives of both parties.

b. Either party may terminate this Agreement by providing thirty (30) days advance notice of the effective date of termination. *NMRTC JACKSONVILLE* may also terminate this Agreement unilaterally and without prior notice in cases of military necessity.

c. This Agreement is effective on the date and final signature by all parties and will remain in effect until its execution is fulfilled in its entirety.

6. Primary points of contact and mailing address for this agreement are as follows:

a. *NMRTC JACKSONVILLE*

- Command Transition Program Manager: Eugene Fink
- Email: eugene.finck@navy.mil
- Phone Number: 904-542-5719
- Address: Bldg. 554 Child St. Jacksonville, FL 32212

b. *Clay County District Schools*

- Chairman: Mary Bolla
- Email: mary.bolla@myoneclay.net
- Phone Number: 904-336-6500
- Address: 900 Walnut St., Green Cove Springs, FL 32043

NMRTC JACKSONVILLE



T.M. ALLEN, CAPT, MC, USN
Commanding Officer, NMRTC Jacksonville

Clay County District Schools

Chairman
Clay County District Schools

"ADDENDUM A"
TO
CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("Board") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. INDEMNIFICATION

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

2. INSURANCE

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

1. General Liability Policy:
 \$1,000,000.00 per occurrence
 \$2,000,000.00 aggregate
2. Auto Liability Policy:
 \$1,000,000.00 combined single limit
 \$5,000,000.00 charter or common carrier
3. Worker's Compensation Policy:
 \$100,000

Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker's Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance ("COI") shall

name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

3. RESERVATION OF SOVEREIGN IMMUNITY

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

4. GOVERNING LAW AND VENUE

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

5. LEVEL II BACKGROUND SCREENING

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

6. INDEPENDENT CONTRACTOR

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

7. PUBLIC RECORDS

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

8. STUDENT RECORDS

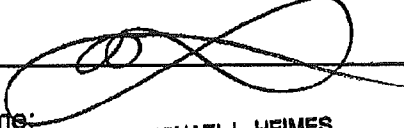
Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

9. PAYMENT TERMS AND CONTINGENCIES

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature: 

Printed Name: LCDR MICHAEL L. HEIMES

Title: Emergency Medicine DEVO EMC

Date: 14 OCT 2020