

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 230124
 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: 3/28/2023

Name of Contract Initiator: Jennifer Shepard

Telephone #: 904-336-6951

School/Dept Submitting Contract: Professional Learning

Cost Center # 9009

Vendor Name: US Chamber of Commerce/Hiring Our Heroes

Contract Title: US Chamber of Commerce/Hiring Our Heroes Fellowship Agreement

Contract Type: New X Renewal Amendment Extension Previous Year Contract #

Contract Term: Beginning 5/4/23 until terminated by either party

Renewal Option(s): AutoRenew Terminate 30 days in Writing

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
 MAR 29 2023
 PURCHASING
 SBAO
 3/31/23

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BJS</u>	<u>No Cost</u>
Review Date <u>3/30/2023</u>	<u>added "Exhibit A" to Fellow Agreement</u>
School Board Attorney <u>CTB</u>	<u>Do the "Fellow" need to sign something from US for being on our Property, Public Records, etc? N/A</u>
Review Date <u>4/19/2023</u>	
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 <u>[Signature]</u> DATE: <u>4-21-23</u>

**U.S. CHAMBER OF COMMERCE FOUNDATION
HIRING OUR HEROES FELLOWS PROGRAMS
HOST AGREEMENT**

This Agreement is entered into on the 4th day of May, 2023 by and between the U.S. Chamber of Commerce Foundation, Hiring Our Heroes Program (“HOH”) and The School Board of Clay County, Florida (the “Fellowship Host”).

WHEREAS, HOH wishes to provide work experience training (“Fellowship Training”) as part of its Fellowship Programs for active duty service members within 180 days of transition, military spouses, veterans, and military caregivers (hereinafter “Fellow”); and

WHEREAS, Fellowship Host has the appropriate facilities, equipment, services, and staff to provide the Fellowship Training for the benefit of the Fellows;

NOW, THEREFORE, HOH and Fellowship Host (collectively, “the Parties”) mutually agree to the following:

A. Term of Agreement

The term of this agreement shall be from the date first set forth above until it is terminated by either party giving thirty (30) days’ prior written notice to the other party. Except as set forth in Article K. below, neither Party may terminate this Agreement without cause during the period when a Fellow is engaged in Fellowship Training with Fellowship Host.

B. Responsibilities of Fellowship Host

Fellowship Host will use commercially reasonable efforts to implement the objectives of Fellowship Training, in cooperation with HOH, by:

1. Providing projects and assigning tasks that are commensurate with the Fellow’s education and experience level, and providing the mentorship and supervision necessary to help ensure success;
2. Providing facilities, tools, equipment, listing of available job functions, and appropriate supervision (in concert with any HOH staff) for the Fellowship Program;
3. Providing networking opportunities for the Fellow with Fellowship Host’s employees, customers, vendors, and other contacts; and
4. Helping the Fellow earn an interview for positions with Fellowship Host or, if no positions are available, within Fellowship Host’s network and similar organizations.

C. Responsibilities of HOH

HOH agrees that it shall:

1. Appoint a primary contact (hereinafter the “Liaison”) to coordinate the performance of HOH’s responsibilities hereunder;

2. Ensure that active-duty service member fellows are active duty for the entirety of their Fellowship Training, employed by the U.S. Department of Defense; as active-duty service members, Fellows will receive salary and benefits from the U.S. Department of Defense;
 3. Ensure that military spouse, veteran, and military caregiver fellows will receive salary and benefits from a third party vendor;
 4. Provide Fellowship Host with necessary information regarding the desired goals for each Fellowship Training; and
 5. Ensure that all Fellows satisfy HOH's requirements for individuals to access and work at Fellowship Host, including but not limited to ensuring that every Fellow, prior to the beginning of their Fellowship Training, completes the Fellow Statement and Acknowledgement, attached here as Exhibit A.
- D. Fellows shall not be considered associates and/or employees of Fellowship Host for any purposes including, but not limited to, workers' compensation, and will be paid solely by the U.S. Department of Defense or a third party vendor. HOH agrees that HOH staff and Fellows shall not be deemed associates, employees or agents of Fellowship Host and that Fellowship Host is not an employer or joint employer of HOH staff or Fellows.
- E. Fellows shall adhere to the rules, regulations, procedures, and policies of Fellowship Host while on Fellowship Host's premises including, but not limited to, rules stated in the Fellow Statement and Acknowledgement, attached here as Exhibit A.
- F. Each Fellow's training hours will be mutually determined by HOH and Fellowship Host.
- G. Fellows shall complete all introductory activities and orientations as deemed necessary by Fellowship Host.
- H. Fellowship Host shall not provide any stipend or other wages, benefits, or compensation to Fellows. Fellows will be responsible for their transportation and other expenses, including meals.
- I. The parties acknowledge and agree that at no point during the term of this Agreement or thereafter shall HOH provide Fellowship Host with any monetary consideration in connection with Fellowship Host's participation in the Training Program. It is specifically agreed that neither Fellowship Host nor HOH shall be responsible for costs or expenditures incurred by the other in the conduct of the Training Program.
- J. Any notices ("Notice") by either party to the other shall be made by registered or certified mail or by overnight courier service, provided that a receipt is required, to the addresses noted below, which may be changed by either party by written Notice to the other party.

HOH:
 Crystal Cochran
 U.S. Chamber of Commerce Foundation
 Hiring Our Heroes
 1615 H Street NW
 Washington, DC 20062

Fellowship Host:
 Jennifer Shepard
 Director of Professional Learning
 Clay County District Schools
 900 Walnut Street
 Green Cove Springs, FL 32043

- K. Either HOH or Fellowship Host may release a Fellow from the Fellowship Training if, in the

opinion of either party, the Fellow is not actively and satisfactorily participating with the provided training. HOH may release a Fellow from placement with Fellowship Host if it determines that Fellow is not being utilized by Fellowship Host consistent with the goals of this Fellowship Training. Prior to releasing the Fellow, HOH and Fellowship Host shall confer and try to resolve the issue(s), short of release of Fellow from the Fellowship Training. However, for the avoidance of doubt, each party retains ultimate right to end the Fellowship Training after consultation with the other party.

- L. In no event shall either party be liable for any consequential, incidental, direct, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, lost opportunity, or lost savings) even if it has been advised of their possible existence.
- M. Neither party shall use the other party's name outside their organization without the other party's express written consent, which shall not be unreasonably withheld or delayed.
- N. The parties shall make good faith efforts to first resolve internally any dispute under this Agreement by escalating it to higher levels of management. Any dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this Agreement, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, shall be exclusively and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA").
- O. This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, with respect to the subject matter of this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.
- P. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without giving effect to conflict of law rules thereof.

Executed and acknowledged as the Agreement by an authorized representative of each party:

By: Hiring Our Heroes

By: Fellowship Host

Signature

Signature

Name - Print or type

Ashley Gilhousen

Name - Print or type

Title

Board Chair, Clay County School Board

Title

Exhibit A

U.S. CHAMBER OF COMMERCE FOUNDATION HIRING OUR HEROES FELLOWS PROGRAMS FELLOW AGREEMENT

You are participating in training ("Training Program") at _____ ("Fellowship Host") for your educational benefit, as part of the Hiring Our Heroes Fellows Programs. The Training Program begins on _____ ("Start Date") and ends on _____ ("End Date"). Although the Fellowship Program is held, in part, in a workplace, it is intended to provide training similar to what you would receive from an educational institution and is not employment.

During the Training Program you will work under the close supervision of Fellowship Host staff and will not displace any regular Fellowship Host employees. **You will not be an employee of Fellowship Host and are not eligible for any wages or benefits from Fellowship Host.**

At the conclusion of the Fellowship Program, you are not entitled to a job with Fellowship Host. Further, Fellowship Host derives no immediate advantage from your participation in the Training Program and on occasion Fellowship Host's operations may actually be impeded.

In exchange for the educational benefit, you will receive from participation in the Training Program, you agree to release and discharge Fellowship Host, as well as its employees and agents, from any and all liability related to any personal injuries, property loss, or other damages, which may arise out of your participation in the Training Program, whether or not caused by Fellowship Host's negligence. **By signing below, you expressly acknowledge that you understand and agree to this waiver and release of liability and assume the risk of all harm arising from your participation in the Training Program.**

A. Your Responsibilities to Fellowship Host

1. You will report to Fellowship Host's place of business or report virtually at 8:00 AM, or as scheduled, from Start Date through End Date.
2. You will notify Fellowship Host or your HOH Program Manager if you need to adjust or change your schedule in any way, including if you need to drop out of the Fellowship Program. You understand that continued tardiness or absence may be cause for your termination from the Training Program.
3. You understand that neither the Fellowship Program nor Fellowship Host will provide you with compensation during the Fellowship. Active-duty service members, will continue to receive salary and benefits from the U.S. Department of Defense. Veterans, Military Spouses and Caregivers will receive an hourly rate and benefits from a third-party vendor, Signature Staff Resources.
4. You understand that you are not entitled to a job with Fellowship Host at the conclusion of the Training Program.
5. You are responsible for resolving any problems that arise with Fellowship Host. If you feel you cannot reach satisfactory resolution of such problems, you agree to contact your HOH Program Manager for assistance.
6. If you obtain other employment or if Fellowship Host offers you full-time employment prior to completing the Fellowship Program, you agree to notify your HOH Program Manager and/or transition counselor immediately, and to work with your new employer to coordinate completion of the training.

B. Your Responsibilities to HOH

1. You understand that you will be in training from Start Date through End Date.
2. You will attend classes as scheduled beginning on Start Date and on each Friday until graduation from the program. You will notify your HOH Program Manager prior to changing your program or schedule, including if you miss a class(es).
3. You understand that you will be dismissed from the Fellowship Program after your third absence or third tardy.
4. You agree that if you have to miss class, you will work with the instructor to make up the training
5. You agree to look for work immediately following the completion of your training, absent extenuating circumstances, and agree to follow any reasonable counsel given by your HOH Program Manager regarding your job search. If you obtain other employment or if Fellowship Host offers you full-time employment prior to completing the Fellowship, you agree to notify your HOH Program Manager immediately, and to work with your new employer to coordinate completion of the training.

6. You agree to provide position and salary information to your HOH Program Manager upon completion of the program or offer acceptance following the program for up to 90 days.
7. You agree to provide retention data to your HOH Program Manager annually for two years upon completion of the program when requested.
8. You authorize Fellowship Host to release information about your performance in the Training Program to HOH. In addition, while you understand that you are not entitled to employment with Fellowship Host, you authorize Fellowship Host to release information about any offers of employment you receive, including salary level, to HOH.

You agree that you will safeguard all Fellowship Host confidential information and will not disclose any Fellowship Host confidential information to any third party without Fellowship Host's prior written consent. You further agree you will not use Fellowship Host confidential information for any purpose other than to participate in the Fellowship Training Program and will promptly return to Fellowship Host any materials containing or derived from Fellowship Host upon coming into possession of any such materials. Upon Fellowship Host's request or the termination of your participation in the Fellowship Training Program, you will return all Fellowship Host information and all materials containing or derived from Fellowship Host information.

In accordance with Federal law and the Joint Ethics Regulation, you will not disclose to Fellowship Host any non-public information available to you based on your official position as a federal employee.

Consistent with Federal law and the Joint Ethics Regulation, Active-Duty Service Members will not act as an agent for Fellowship Host before any agency or department of the United States. Further, they will not interact with anyone at the Department of Defense or other federal agency or instrumentality on behalf of Fellowship Host in regard to any current or potential contracting opportunity or decision.

You understand that participation in the Fellowship Training Program does not guarantee or imply that you will be offered a paid position with Fellowship Host upon conclusion of the Fellowship Training Program.

Please acknowledge your agreement to these terms by signing below and returning the signed original to your HOH Program Manager. If you wish, you may have a copy for your reference.

Reviewed and Agreed To

by: _____
Signature

Print Name

_____ Date

FYI

The fellowship candidate signs this.