

APPROVED

below Addressed

200003

AGREEMENT / CONTRACT REVIEW FORM		BOARD MEETING DATE WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED	
Date Submitted	6/5/19		
Contact Name	Michael Wingate	Telephone Number	336-6918
School/Department	C+I		
Vendor Name	AMI Kids		
Contract Title	Agreement Between the School Board of Clay County and AMI Kids		
Contract Type	<input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Extension	Date Original Contract Approved	
Prior Year's Pricing	299,542. for 5 FTE	Renewal Option(s)	
Contract Term	1-year 1920-21		
Contract Cost	223,080*	Funding Source	
Payment Schedule (Are the payments made monthly, when task is finished, etc)			
Strategic Plan Tie-in Explanation			
Background/Discussion /Research/Alternatives	* School Board allows 5 FTE to go to AMI Kids		
<b>CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED</b> If more space is needed, please attach Word document.			
<input type="checkbox"/> Completed Contract Review Form			
<input type="checkbox"/> Original Contract and all Terms & Conditions that apply with the Contract			
<input type="checkbox"/> SIGNED SBCC Addendum A: • This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporated into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)			
<input type="checkbox"/> Certificate of Insurance (COI) that meet these requirements: • COI must list the School Board of Clay County as Additional Insured and as Certificate Holder. The 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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI).			

SBAD  
RECEIVED  
6/11/19

Approvals			
Superintendent	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Review Date	
Comments			
District's Attorney	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Review Date	6/17/19
Comments	This is approved if New COI is obtained - All Ins. expired		
Information & Technology	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Review Date	Also - sign Addendum "A"
Comments			
Finance	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Review Date	
Comments			
Insurance Certificate	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Review Date	
Comments			
Purchasing	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Review Date	6/11/2019 - B78
Comments	Made Comments on Agreement, Addendum A		

Signed last year (Defer to Attorney for this year)

(Contract from last year # 190051 is attached)

JUN -5 2019  
PURCHASING

AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY COUNTY AND AMI KIDS

Dba AMIKIDS CLAY COUNTY, INC.

This Agreement, made and entered into this August \_\_\_\_, 2019, by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and AMIKIDS CLAY COUNTY, INC., to provide community-based, gender specific prevention and intervention services for boys in Clay County, Florida to be provided by AMIKIDS, Inc. at Clay high School, 2025 FL-16, Green Cove Springs, FL 32043.

WITNESSETH:

WHEREAS, AMIKIDS is a non-profit agency contracted by the Department of Juvenile Justice (DJJ) to provide an educational program and related services for students eligible for this program by the State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52; and,

WHEREAS, the BOARD is committed to providing appropriate educational programs for school age children in the Department of Juvenile Justice dropout prevention programs when school enrollment in their regular school program is not desired, available, recommended, or allowed; and,

WHEREAS, AMIKIDS is committed to providing an educational and therapeutic gender specific program for male students, who would benefit from an alternative educational setting, specialized counseling, credit recovery services, life skills, foster positive gender identification development, community service learning projects, and career exploration at AMIKIDS, Inc. at Clay High School.

WHEREAS, the parties to this agreement desire a maximum degree of cooperation and administrative planning in order to provide high quality educational services for students placed in this program by eligibility under Florida Statute 1003.52;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. AMIKIDS will provide services including instructional personnel, materials, and transportation for a maximum of 44 male students identified by the Department of Juvenile Justice, referred by school principals or Clay County District officials, and parents of students. Enrollment in the program shall be voluntary.
2. The BOARD will retain 15% of all applicable funds generated through the Florida Education Finance Program (FEFP) by eligible students enrolled at AMIKIDS to offset the cost of providing

support and administrative services to include the following itinerant services: ESE Specialist, Administrative Support; and Testing Coordinator.

3. The BOARD will pay AMIKIDS 85% of applicable funds generated through the Florida Education Finance Program (FEFP) by eligible students enrolled at AMIKIDS for the period beginning July 1, 2019 and ending June 30, 2020. Initial BOARD payments will be \$223,080 based on AMIKIDS share of an estimated number of students (44) in attendance, for the 2019-2020 year, divided into 12 monthly payments. If the number of students in attendance is below the maximum of "44" referred to in "Section 1," payments will be adjusted accordingly based on the actual number of enrolled students. AMIKIDS agrees that a student is in membership when he is officially assigned to a course or program by the AMIKIDS. To be reported for funding each student must be enrolled and scheduled appropriately in the RFOCUS system. Payments will be made monthly by the 10<sup>th</sup> of each month upon receipt of invoices from AMIKIDS. The balance of the remaining AMIKIDS share and ongoing monthly payments will be adjusted based on actual FTE at the time of each respective FTE survey. Should an audit indicate that a funding adjustment is necessary and an over-payment of FEFP has been made to the AMIKIDS for whatever reason, AMIKIDS shall be liable for and shall indemnify the District for any repayment of funds it has received.
4. AMIKIDS will provide transportation for students, in which case, AMIKIDS shall be entitled to state and federal reimbursement for travel costs for such transportation. AMI will submit timely the required transportation documentation to the District's Transportation department for each survey to include Survey 2 (October), Survey 3 (February) and Survey 4 (June). The BOARD will submit to the state the transportation FTE for AMIKIDS students' and issue payment to AMIKIDS as part of the monthly FEFP payment in paragraph 3 above. Keystone Heights students will be transported to and from AMIKIDS campus through the Clay County School District with a specific assignment vehicle. The driver will be provided through the Clay County School District. AMIKIDS Clay County will not be eligible to collect FTE transportation funds for these specific Keystone Heights students.
5. AMIKIDS shall provide a program of education, training, and related gender-specific services to the referred students based in an experiential education model designed to increase hands-on educational opportunities, encourage appropriate masculine identity development and effect positive behavior change that may include regular physical activities and Clay County Schools approved field trips and other extracurricular activities. AMIKIDS will be responsible for the supervision and control of the students while in their educational program on the Clay high School campus and any other school sites. The program will provide the District with a copy of the rules and procedures they utilize for classroom management.
6. AMIKIDS shall be staffed by qualified personnel as defined in FAC 6A-1.0503, 6A-4.003, 6A-1.050 and 6A-4.004. AMIKIDS shall employ three Florida certified teachers. AMIKIDS will provide the District certification documentation for each member of its instructional staff. AMIKIDS certified teachers shall be responsible for the supervision of instructional activities and must certify mastery of student performance objectives of courses for credit towards a standard high school diploma. The teachers will be responsible for District reports and procedures typically required of the BOARD's teachers at dropout prevention programs. AMIKIDS teachers will be eligible to attend and receive credit for professional development and trainings conducted by the BOARD

At no additional cost to AMIKIDS.

7. If AMIKIDS certified teachers are absent, substitutes will be assigned using Clay County School Board's automated substitute system. The cost of substitutes provided by the BOARD will be paid by AMIKIDS. The BOARD will deduct the cost of the substitutes utilized from the monthly FEFP payment. The BOARD will provide AMIKIDS with the substitutes' names, dates utilized, and daily cost at the time of each deduction.
8. AMIKIDS shall have final authority regarding the placement of any male in the program based on AMIKIDS' intake assessment and screening.
9. AMIKIDS will accurately report student enrollment to the BOARD as required in s. 1011.62, F.S., and in accordance with the definitions ins. 1011.61, F.S., at the agreed upon intervals and using the method used by the BOARD when recording and reporting cost data by program. The BOARD agrees to include AMIKIDS enrollment in the BOARD's district report of student enrollment. AMIKIDS shall provide all required information within the same schedule required for all other of the BOARD's schools.
10. The BOARD will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The data elements shall include but not be limited to, the following:
  - a. Demographic information
  - b. ESE data
  - c. Grade level assignment
  - d. Required health information
  - e. Required discipline codes/incident data
  - f. Daily attendance
  - g. Transportation
  - h. Student schedule
  - i. Teacher demographics
  - j. Master schedule
  - k. ESOL migrant codes
  - l. Grades/grading period/grading scale
  - m. ERW (entry, withdrawal information)
  - n. Test scores
  - o. Academic history and transcripts, and
  - p. Student lunch information as required
11. AMIKIDS shall maintain student records in accordance with State requirements for Dropout Prevention/Department of Juvenile Justice Programs, as well as the information for data reporting requirements requested by the BOARD and State and Federal agencies, and shall communicate and exchange appropriate student information in a manner consistent with Florida Statutes, rules and professional ethics. AMIKIDS will notify any students who file intent to terminate school enrollment of the option of enrolling in a program to attain the OED. In addition, upon a student's withdrawal from the program or upon completion of the program, AMIKIDS will award credits and grades earned and issue a final cumulative transcript.
12. The BOARD (The Clay County Food and Nutrition Services Department) will provide all students

With breakfast and lunch beginning on August 13, 2019 based on their approved status for the current school year. AMIKIDS will reimburse the BOARD (The Clay County Food and Nutrition Services Department) at the current approved rate (see below for rates). The BOARD (The Clay County Food and Nutrition Services Department) shall invoice AMIKIDS once monthly for meals provided throughout the contract period of July 1, 2019-June 30, 2020.

For the summer months, meals will be prepared at an off campus location and delivered to AMIKIDS at Clay High School. During the academic school year, meals will be prepared at Clay high School's central kitchen. Breakfast and lunch will be packaged in approved containers and delivered to the approved location. A student roster will be used to account for the meals and to comply with USDA Federal reimbursement regulations. Menus will be developed monthly to include a combination of both hot and cold choices.

Full pay secondary breakfast \$1.50

Full pay secondary lunch \$2.50

Reduced breakfast - \$.30

Reduced lunch - \$.40

13. No student under the age of sixteen (16) may be terminated from the program until an alternative educational placement has been determined. Alternative educational placement shall be determined by the BOARD within ten (10) business days following notification by AMIKIDS that a student is to be removed from placement. Students sixteen (16) years of age or older who desire to withdraw without a next school placement or diploma must (1) meet in person with BOARD's Dropout Prevention Office staff regarding the proposed withdrawal; and (2) have a Student Declaration of Intent to Terminate School Enrollment form signed by a parent or guardian prior to their withdrawal. If the Student Declaration of Intent to Terminate School Enrollment form is not signed, the student will be assigned to an alternative educational placement by the BOARD in accordance with this procedure. AMIKIDS will follow procedures in board policy 5500.05 Student Attendance, Section VIII A, items 1,2,3,5 and 6.
14. The BOARD will provide access to online instructional programming, including Clay Virtual School. Edgenuity, Achieve 3000 and computer hardware or other online curriculum program adopted by the district for the purpose of student instruction at no cost to AMIKIDS. Students assigned to AMIKIDS may utilize online courses in a significant capacity. AMIKIDS shall utilize academic and vocational assessments approved by the FDOE that are age appropriate and administered according to publisher's guidelines, and will notify the District of which assessment is being used.
15. AMIKIDS agrees to comply with Florida Statutes, applicable State Board of Education Rules, and federal legislation including but not limited to the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitative Act of 1973, amended; Title IX of the Education Amendment Act of 1974; and the Individual with Disabilities Act. In the event AMIKIDS violates any State Law, FDOE rule, District policy, and/or other covenant set forth herein, and said violation results in a loss of funding to the District, AMIKIDS shall reimburse the District for the full amount of the loss. This provision shall remain in force, even if the Contract is terminated, for a period of three (3) years or until all state audits are conducted, whichever occurs first.
16. The staff of the BOARD will be permitted to review the program provided by AMIKIDS and co procedures and guidelines developed and mutually agreed upon by both parties regarding the

Implementation of this contract. In addition, AMIKIDS agrees to develop a Transition Plan for each student upon entry. The Transition Plan must include academic reentry goals, career and employment goals, and the recommended next educational placement. AMIKIDS will have an "Exit Portfolio" for all students which will contain, at a minimum, all the academic records of credits earned, entry/withdrawal information, grades in progress, schedule, IEP, assessments, examples of student's work, and any other agreed upon documents.

17. BOARD agrees to provide classroom space, furniture and equipment – based on a basic Junior High/High School classroom furniture list – for the teachers and students participating in the school program, as well as space for confidential counseling, staffing and evaluation. AMIKIDS will host this program at Clay High School, but may move the program so long as BOARD's Superintendent provides prior written consent, which consent shall not be unreasonably withheld. AMIKIDS shall be responsible in the case of damage or loss of District property.

AMIKIDS will reimburse the BOARD the cost of the following:

1. Custodial costs and supplies for the portables associated with AMIKIDS yearly costs - \$3,864.60);
2. Use of facilities – 5 BOARD portables (yearly costs) at \$3,250 per month, equaling \$39,000 for the school year (billed quarterly)
18. AMIKIDS is responsible for meeting applicable safety, health, and sanitation standards of authorized state and local agencies.
19. As AMIKIDS is a co-occupant on the campus of Clay High School, Clay County School District will provide the use of their proper safety officer personnel. This is in response to the Marjory Stoneman Douglas High School Public Safety Act which states that "each district school board and school district superintendent to with law enforcement agencies to assign one or more safe-school officers at each school facility. The safe-school officer requirement can be satisfied by appointing any combination of a school resource officer, a school safety officer, or a school guardian." This service will be provided as defined this statute without additional cost or contractual obligation to AMIKIDS.
20. The BOARD and AMIKIDS will collaboratively develop a School Safety Plan. The plan will include provisions for ensuring the safety of educational personnel, students and BOARD equipment.
21. AMIKIDS, its officer, agents, employees and subcontractors, shall comply at all times during the term of the Agreement at AMIKIDS' own cost with the background screening requirements of Sections 1012.32(2), 1012.465, and 1012.56, F.S. (2014), as applicable, and to follow applicable District procedures for compliance with such laws. The procedures are available for viewing at the BOARD's website, by clicking on "Business," then "Vendors," and then "Jessica Lunsford Act." A printed version may be obtained from the District contact listed in this Agreement.
22. AMIKIDS shall draft a calendar, containing a minimum of 250 days of instruction, for submission to the administrator of dropout prevention services by July 1 for the contract year beginning July 1. AMIKIDS must notify the administrator of dropout prevention services prior to any deviation from this calendar. Any emergency cancellation of school must be done in coordination with the administrator of dropout prevention services of designee.

23. In the event that the BOARD and AMIKIDS are unable to agree upon a function not specified in this agreement, the Executive Director and the District Dropout Prevention Administrator will attempt to resolve any differences which may arise under this agreement. In the event such differences cannot be resolved between the personnel described herein, any such disagreement shall be submitted to the Assistant Superintendent of Curriculum and Instruction and the Regional Director of AMIKIDS for resolution.
24. Neither party shall assign this agreement; however, it may be modified in writing by the parties' mutual consent.
25. This agreement shall be effective July 1, 2019, for the school year 2019-2020, and shall terminate June 30, 2020. Either party may terminate this agreement by giving sixty (60) days' notice, in writing, to the other party. It is further agreed that a substantial breach of any section of the agreement shall be basis for immediate termination upon no less than twenty-four (24) hours written notice. Such notices shall be delivered by certified mail, return receipt requested, or in person with proof of deliver. Cooperative Agreement between the School Board of Clay County, Florida and the Department of Juvenile Justice dated June 14, 2011. The Cooperative Agreement states eleven (11) requirements of P.L. 107-110, Section 1425, which are incorporated herein by reference and made a part hereof.
26. The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the parties agree that BOARD's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by BOARD, nor shall anything herein be construed as consent by BOARD or AMIKIDS to be sued by any third party for any cause or matter arising out of or related to this Agreement.
27. AMIKIDS is an authorized provider of services through the Department of Juvenile Justice to provide educational program and related services for students eligible for the program under State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52.
28. Required Insurance. Without limiting any of the other obligations or liabilities of AMIKIDS, the program will (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in documents provided to AMIKIDS, the insurance shall commence at or prior to the execution of this contract by the District and shall be maintained in force throughout the term of this Contract. AMIKIDS will provide to the Board a "Certificate of Insurance" each year showing the minimum levels of insurance provided by insurers that meet or exceed an "A" rating by the District. In addition, AMIKIDS will list SBCC as certificate holders and "additionally insured."

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Witnesses Agreement

AMI KIDS Clay County and the School Board of Clay County, FL

\_\_\_\_\_ By: \_\_\_\_\_

School Board of Clay County – Chair

\_\_\_\_\_ Attest: \_\_\_\_\_

Approved as to form:

Maria Przybylski By: RJS Wagner

Executive Director, AMIKIDS Clay County

Vice President, AMIKIDS

\_\_\_\_\_  
Executive Vice President, AMIKIDS



**"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](mailto: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: MARIA Przybylski

Title: Executive Director

Date: 6-18-19



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 101 S. Main St. Ste 200 P.O. Box 140 Decatur IL 62525	<b>CONTACT NAME:</b> Matt Frye <b>PHONE (A/C, No, Ext):</b> 813-887-3300 <b>E-MAIL ADDRESS:</b> msf@amikids.org <b>FAX (A/C, No):</b> 813-889-8092
<b>INSURED</b> AMikids Clay County, Inc. 2025 State Road 16 W Green Cove Springs, FL 32043	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Lloyd's Synd 2987 INSURER B: The Travelers Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES****CERTIFICATE NUMBER:** 1369578361**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab Includ <input checked="" type="checkbox"/> Sex Mis \$1.0MEa GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CJ10025318	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Nurse Prof Liab \$ 1.0M/\$3.0M
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MedPay \$10K <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		TC2JCAP1108L423TIL	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ \$10K Ea.Pers/Acc
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CJ10025418	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 7,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	TC20UB1102L676	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Misconduct		CJ10025318	12/1/2018	12/1/2019	Ea. Occ/Agg \$1.0M/\$1.0M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate covers all AMikids affiliated locations.

Certificate holder, their employees, elected officials, and board members are named as additionally insured on the above policies as their interests may appear.

for more info please contact Matt Frye, Dir. Risk Mgt., AMikids, Inc., 813-887-3300 or msf@amikids.org

**CERTIFICATE HOLDER****CANCELLATION**

Clay County School Board  
900 Walnut Street  
Green Cove Springs FL 32043  
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/22/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, Inc. 101 S. Main St. Ste 200 P.O. Box 140 Decatur, IL 62525		<b>PHONE</b> (A/C, No, Ext): 217-423-2345	<b>COMPANY</b> Landmark American Ins. Co. 945 East Paces Ferry Road, Suite 1800 Atlanta GA 30326-1373 & Endurance American Ins. Co.	
<b>FAX</b> (A/C, No): 217-428-0865	<b>E-MAIL ADDRESS:</b>			
<b>CODE:</b>	<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b>				
<b>INSURED</b> AMikids Clay County, Inc. 2025 State Road 16 W Green Cove Springs, FL 32043			<b>LOAN NUMBER</b>	<b>POLICY NUMBER</b> LHT907710/ESP30001023200
<b>EFFECTIVE DATE</b> 04/01/2019		<b>EXPIRATION DATE</b> 04/01/2020	<input checked="" type="checkbox"/> <b>CONTINUED UNTIL TERMINATED IF CHECKED</b>	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>				

### PROPERTY INFORMATION

**LOCATION/DESCRIPTION**  
Insured Locations

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

### COVERAGE INFORMATION

PERILS INSURED BASIC BROAD ☒ SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
"Per Schedule on File w/Company"-includes BI & Extra Exp; Contents; EDP; Valuable Paper Buildings; Personal Property Coverage Blanket as respects to Business Income & Extra Expense (ALS Basis) **Property Deductible above may vary based on location/construction**	2,500,000	10,000
*Individual Location Limit Certificate Can Be Issued on Request**		
Flood & Earthquake: **Flood Deductible is excess maximum available NFIP limits on all flood zones prefixed A or V** Earthquake \$50,000 Per Occ./Location	2,500,000	50,000

### REMARKS (Including Special Conditions)

PLEASE NOTE A SEPARATE SCHEDULE MAY BE ISSUED TO EACH INSURED'S LOCATION SPECIFYING THE LIMITS OF INSURABLE PROPERTY COVERAGE ON FILE

Certificate covers all AMikids affiliated locations

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### ADDITIONAL INTEREST

<b>NAME AND ADDRESS</b>  AMikids Clay County, Inc. 2025 State Road 16 W Green Cove Springs, FL 32043	<input checked="" type="checkbox"/>	<b>ADDITIONAL INSURED</b>	<input type="checkbox"/>	<b>LENDER'S LOSS PAYABLE</b>	<input type="checkbox"/>	<b>LOSS PAYEE</b>
	<input type="checkbox"/>	<b>MORTGAGEE</b>	<input type="checkbox"/>			
	<b>LOAN #</b>					
	<b>AUTHORIZED REPRESENTATIVE</b> 					