

APPROVED

180030

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:
June 29, 2017
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE
ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: May 22, 2017

Contact Name (Person Overseeing the Contract): Debbie Green Telephone Number: 284-6506

School/Department Submitting Contract: Curriculum and Instruction

Vendor Name: Bricks 4 Kidz

Contract Title: Bricks 4 Kidz After School Enrichment Program

Contract Type: New Renewal Amendment Extension
Date Original Contract Approved: July 17, 2014 Prior Year's Pricing: N/A

Contract Term: One year Renewal Option(s): Annually

Contract Cost: N/A Payment Schedule (Are the payments made monthly, when task is finished, etc):

Funding Source: N/A

Strategic Plan Tie-in Explanation: This afterschool STEM related activity is offered in 15 of our schools supporting science, technology, engineering and mathematics. It is also the precursor to our robotics programs in 25 of our 26 elementary schools.

Background/Discussion/Research/Alternatives: This program is fully funded by parents and provides enrichment opportunities for the students.

RECEIVED
MAY 22 2017

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED If more space is needed, please attach Word document.

- Completed Contract Review Form
- Original Contract and all Terms & Conditions that apply with the Contract
- SIGNED SBCC Addendum A *
*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate 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.)
- Certificate of Insurance (COI) that meet these requirements:
COI must list the School Board of Clay County as Additional Insured and as 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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.

PURCHASING

Approvals Comments

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Approvals	Approved	Denied	Comments
Superintendent:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
District's Attorney:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 4/12/17			
Information & Technology:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 6/19/17			
Finance:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 6/14			
Insurance Certificate:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 6/8/17			
Purchasing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 6/7/17			long Standing Contract approved as is in the past (Addendum A/COI/Release)

JUN 20 2017

ASSISTANT SUPERINTENDENT
FOR INSTRUCTION

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JUN 20 2013

ASSISTANT SUPERINTENDENT
FOR INSTRUCTION

NON-EMPLOYEE CONTRACT FOR ADJUNCT PERSONNEL

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
900 Walnut Street
Green Cove Springs, Florida 32043**

“BRICKS 4 KIDZ” is an after-school enrichment program hosted in elementary schools to provide an introduction to science, technology, engineering, and math concepts to elementary age children by building machines, vehicles, buildings, and other structures using LEGO bricks.

THIS AGREEMENT stipulates the terms and conditions under which “BRICKS 4 KIDZ” (hereinafter “contractor”) agrees to provide classes as outlined below under the provisions of the SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter “SBCC”) policy.

The above-named contractor agrees to provide these services for the SBCC at the following location(s):

Any Clay County elementary school at the discretion of the School Principal or designee.

The contractor must comply with the following terms and conditions:

- (1) All instructors under the employ of the contractor must submit to and pass a Level II background check prior to entering upon any school campus when students are present or teaching the BRICKS 4 KIDZ curriculum at any Clay County school. The contractor will use the process specified by the SBCC, for obtaining a Level II background check, and agrees to obtain a current clearance card for each instructor that teaches classes in the Clay County school district. The full cost of this procedure shall be the responsibility of the said contractor.
- (2) The contractor must carry and provide evidence thereof for:
 - (a) \$1,000,000 liability insurance with the SBCC, listed as additional insured;
 - (b) Workers’ compensation insurance in an amount that complies with School Board policy.
- (3) Participants in these activities will be restricted to students who are enrolled in or participate in a program within the facility that sponsors the above-named contractor. Classes are grouped in individual sessions of four (4) to eight (8) weeks and meet one (1) time per week. Students may enroll in one or more sessions during the school year using preprinted enrollment flyers sent home with the student no more than twice before each new session. The cost of printing enrollment flyers and delivering them to the facility for distribution shall be the responsibility of the said contractor. Under the provisions of this contract, the

contractor is given permission to have access to the facilities' mailboxes for the purposes of enrollment flyer distribution.

- (4) The cost to the student is a maximum of \$12.00 per one hour class. The total charge for a session is determined by multiplying the per class cost by the number of classes in the session. The contractor will invoice the session charge directly to the students' parents upon enrollment. The per class rate may be changed from school year to school year.
- (5) Payments will be collected directly from the family by the contractor, who is solely responsible for all collection activity. The contractor is obligated to provide the facility with (a) a current roster of all students participating in the session and (b) an accounting by student of charges and payments for a session prior to the close of the session. It is the responsibility of the contractor to insure that all accounting processes are transparent and auditable by the facility at the facility's discretion.
- (6) The said contractor hereby agrees to provide a facility usage consideration to the facility as follows:
 - (a) Pay a twenty percent (20%) usage fee of the total sum of all current session payments made prior to the conclusion of said current session. The contractor shall be responsible for obtaining payments from the family and remitting the twenty percent (20%) usage fee for all students actively on the current session roster. The usage fee payment, with appropriate accounting, will be made payable to the school at which the sessions were held. The school will forward to the district ten percent (10%) of the twenty percent (20%) to defray facility expenses. The usage fee percent may be changed from school year to school year.
 - (b) The SBCC, agrees that Title I schools may require contractor service programs(s) designed to significantly reduce the total session cost to students. Therefore, when fees are reduced the facility administrator of a Title I school shall forego collecting the then current usage fee and the contractor will:
 - (i) Reduce the per class cost by a minimum of forty percent (40%), thereby reducing the total tuition per session;
 - (ii) Allow the facility administrator to limit the number of paid enrollments beyond the minimum required of eight (8).
- (7) The contractor agrees to use best efforts to collect all delinquent payments for previously completed class sessions. All late payments will be subject to then current usage fee payment as defined in paragraph (6)(a).

- (8) The contractor will be responsible for clean up after each session and returning the facility to pre-class condition.
- (9) Supplies will be provided by contractor.
- (10) The contractor agrees to indemnify, defend, and hold harmless the SBCC and its employees, agents and representatives from all liability of any kind or nature whatsoever arising from the implementation of this contract.

Under the terms of this contract, the contractor shall in NO WAY BE CONSTRUED TO BE AN EMPLOYEE of the SBCC, will not qualify for entitlements as such, and will not be treated as an employee for federal tax purposes. The SBCC reserves the right to cancel services of the above-said contractor at any time.

This contract shall be effective on the date of execution by the Principal and shall remain in effect until July 1, 2018. Either party may terminate this contract with or without cause by providing the other party thirty (30) days' written notice.

BRICKS 4 KIDZ

THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

By _____
 Printed Name: DAVID CARRION
 Title: _____
 Address: _____

 Telephone: 904-512-7621
 Federal I.D. No.: _____

By _____
 Principal's Name: _____
 Address: _____

 Telephone: _____
 Date: _____

Date: _____