

APPROVED

200133



CONTRACT REVIEW FORM

BOARD MEETING DATE:

June 4

WHEN BOARD APPROVAL IS REQUIRED
DO NOT PLACE ITEM ON AGENDA
UNTIL REVIEW IS COMPLETED

Date Submitted: 5/14/2020

Name of Contract Initiator: Michael Wingate
Telephone Number: [redacted] Email: michael.wingate@myoneclay.net

School/Department Submitting Contract: Curriculum / Instruction

Vendor Name: Department of Military Affairs / FLYCA 190163

Contract Title: Memorandum Agreement Between SBCC and DMA

Contract Type: New Renewal Amendment Extension
Date Original Contract Approved: Prior Year's Pricing: Same

Contract Term: 1-year (2020-21) Renewal Option(s):

Contract Cost: \$1,575,000 (paid by DMA) Payment Schedule (Monthly? Upon delivery? When Finished?):

Funding Source:

Strategic Plan Tie-in Explanation: CCSS has partnered with FLYCA/DMA for 20 years. This is an AT-RISK program for students on camp site for 5 1/2 months and then a 12-month follow-up. FTE monies and DMA payments cover the costs of this program.

Pre-Approved by Superintendent or Designee? Yes No

Additional Information:

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE:

- Completed Contract Review Form
 - SBAO Template Contract or other Contract
 - 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.

REVIEWED BY:	PLEASE ADDRESS COMMENTS BELOW:
School Board Attorney: <i>Approved JB</i>	
Review Date: <i>5/21/20</i>	
Other Department: <i>Purchasing BTK</i>	<i>Same Agreement as last year</i>
Review Date: <i>5/19/2020</i>	<i>(Prior Agreement Liability Concerns / No COI)</i>
Other Department:	
Review Date:	

RECEIVED

MAY 14 2020

FISCAL YEAR 2020-21

INTERAGENCY AGREEMENT BETWEEN

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

AND

THE DEPARTMENT OF MILITARY AFFAIRS, STATE OF FLORIDA

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereafter referred to as "School Board"), and THE DEPARTMENT OF MILITARY AFFAIRS, STATE OF FLORIDA (hereafter referred to as "DMA"), enter into this Agreement to facilitate the delivery of an educational component to the benefit of Cadets at the Florida Youth Challenge Academy. This program is congressionally authorized, is based on a national model implemented in numerous states, and is operated by the Department of Defense through the National Guard Bureau and the participating states. The Florida program is conducted at the Camp Blanding Joint Training Center located in Clay County, Florida, and is named the Florida Youth Challenge Academy (hereafter referred to as "FLYCA"). The primary objective of this program is to provide a highly disciplined and motivational environment, free from outside distractions, which fosters academics, leadership development, personal growth, self-esteem, and physical fitness for qualifying at-risk high school dropouts. Participants in the program are young men and women 16 but not over 18 years of age, upon entry into the Residential Phase of the program. Individuals must be: high school dropouts for at least 30 days (but not over 2 years); citizens or legal residents of the State of Florida and the United States; unemployed or underemployed, drug free, mentally and physically capable of completing the program; not charged, under indictment, awaiting sentencing, nor convicted of a felony, and not on probation, nor parole for other than juvenile offenses. Participation in this program is voluntary.

This Agreement represents collaboration between the SCHOOL BOARD of CLAY COUNTY and the DEPARTMENT OF MILITARY AFFAIRS serving both agencies' objectives to improve their communities and promote public safety. All funds expended pursuant to this agreement will be in compliance with state and federal laws governing these funds. The specific terms and conditions of this Agreement are as follows:

1. EFFECTIVE DATE

The terms of this Agreement shall begin on July 1, 2020, and shall end on June 30, 2021. This Agreement may be renewed annually for a similar term, upon written approval of the parties. Prior to renewal of said Agreement, the parties will confer regarding the number of instructional days required, projected number of participants, instructional support anticipated, and any other issues related to this Agreement.

2. FUNDING

The terms of this Agreement shall be subject to School Board of Clay County School receiving the monies generated by the Full Time Equivalent (FTE) for Track 1 students and additional funds, in the amount of \$575,000 from DMA for services provided in support of Track 1 (Adult Basic Education (ABE), General Education Development (GED) and Vocational students.

3. SCHOOL BOARD DUTIES/DELIVERABLES INCLUDE, BUT ARE NOT LIMITED TO:

- a. Providing appropriate instructional staff, curriculum materials and equipment to meet the needs of FLYCA Cadets enrolled in the High School Credit Recovery Program.
- b. Assisting, within the scope of its ability, FLYCA recruiting efforts for the K-12 High School Credit Recovery program, in support of reaching a target enrollment goal of 100 students for the 2020-21 school year.
- c. Providing appropriate staff as needed, curriculum materials and equipment to meet the needs of FLYCA Cadets enrolled in the Adult Basic Education program of instruction.
- d. Providing appropriate staff as needed, curriculum materials and equipment to meet the needs of FLYCA Cadets enrolled in the General Education Development (GED) program of instruction.
- e. Providing appropriate staff as needed, curriculum materials and equipment to meet the needs of FLYCA Cadets enrolled in the vocational programs:
 - (1) Horticulture
 - (2) Microsoft Office Certification
 - (3) PITSCO Lab
- f. Providing Clay County/DOE required education planning for each Cadet with FLYCA.
- g. Providing supervision and evaluation of staff in consultation with FLYCA leadership.
- h. Providing FLYCA Director will meet and interview with prospective new staff members prior to their assignment to FLYCA Academic Program.
- i. Consulting with FLYCA leadership in the development, evaluations, monitoring of the curriculum, class schedules and budgetary requirements.
- j. Allowing FLYCA staff access to permanent student records.
- k. Sharing of information for required reports to FLYCA and government agencies (local, state and federal).
- l. Providing one data entry clerk for FOCUS (a State reporting system) and CAIRS (a Federal reporting system) requirements.

- m. Preparing memorandums of understanding/agreement (MOU/MOA) and/or interagency agreements (IA) between the School Board and Department of Education and/or Department of Children and Families (DCF), Department of Juvenile Justice (DJJ) to meet procedural and statutory requirements.
- n. Ensuring staff members participate in FLYCA scheduled student programming/progress review sessions that occur during the contracted hours of employment.
- o. Maintaining student records for a period of three years. Access to these records will be available to FLYCA leadership.

4. DEPARTMENT OF MILITARY AFFAIRS DUTIES INCLUDE, BUT ARE NOT LIMITED TO:

- a. Providing general assistance to the School District with issues related to FLYCA.
- b. Coordinating with the School Board in the development of plans for the operation, coordination, and evaluation of FLYCA to meet DOE, DCF, and/or DJJ statutory requirements.
- c. Providing appropriate classroom and office space for educational staff members at no cost to the School Board.
- d. Handling of all student disciplinary problems within FLYCA.
- e. Providing basic health services to the students through employment or contracting of a licensed nurse or nurse practitioner.
- f. Providing food service to the students (at no cost to the students) during each 22-week residential phase.

5. FINANCIAL PROVISIONS & CONSEQUENCES

- a. Fiscal Agency: The DMA shall be the fiscal agency for FLYCA. The School Board shall be the fiscal agent for all revenues generated through FEFP, grants, etc., which are received for the purpose of operation of FLYCA's educational component.

- b. Accounting: The School Board shall account for all revenue and expenditures in the manner required by the Florida Department of Education and/or United States Department of Education. In addition, the School board shall comply with any required FLYCA reporting requirements.
- c. Expenditures: The School Board expenditures, in support of Cadets enrolled in the FLYCA programs identified in 3c. through 3e above, shall be documented as necessary to provide a full accounting of the expenditure of funds provided by the State legislature and DMA, identified in paragraph 2, in support of FLYCA programs.
- d. Agreement Payables: The School Board expenditures, in support of FLYCA Cadets enrolled in the academic and vocational tracks (3c through 3e.), shall be compensated through quarterly invoice billings (due to DMA by 30 Sept 2020, 31 Dec 2020, 31 Mar 2021, 30 June 2021) with a total cost not to exceed \$575,000, during the life of the agreement.
- e. Invoice Submission: Invoices shall be submitted to the Contract Manager along with required supporting documentation in accordance with the above quarterly billing schedule.
- f. Consequences: In the event the School Board fails to meet the minimum level of service identified in section 3 of this Agreement, after being notified by DMA of the deficient services for the purpose of remedying any issues, DMA will not pay invoices until the service is satisfactorily provided and/or completed.

6. Staff:

- a. Employment: Staff are subject to the policies and administrative regulations as per their agreement.
- b. Supervision: The School Board shall, in consultation with the DMA provide supervision of the staff. The School District's supervisor shall be responsible for the evaluation of the performance of the staff assigned to the program under the terms of this Agreement. Continuous daily on-site evaluation is not necessary.
- c. Special Event Attendance: Staff shall attend key FLYCA special events; Graduation and Family Day.
- d. Complaints; The DMA agrees to promptly transmit to the Principal, verbally and in writing, any and all complaints of performance or misconduct pertaining to any of the School District administered staff assigned to FLYCA.

7. TERMINATION:

Any party to this Agreement may terminate this Agreement for any reason without further liability to the party by giving the other party written notice by first class mail no later than sixty (60) days prior to the end of the FLYCA school year. Such termination shall become effective at the end of the school year.

8. SUBCONTRACTING:

The School Board may enter into a subcontract for the purpose of fulfilling this Agreement without prior written permission of the DMA. The School Board shall ensure that the subcontractor will comply with all provisions of this Agreement. Subcontracting out some portions of the School Board's obligations under this Agreement shall in no way release the School Board from its obligation to perform that or any portion of this Agreement or in any way diminish its responsibility thereto. Any purported assignment or subcontracting in violation of this provision shall be null and void.

9. SCHOOL DISTRICT'S LIABILITY INSURANCE:

The School Board shall purchase and maintain such insurance or provide evidence of self-insurance as will protect it from claims set forth below which may arise out of a result from the School District's operations under this Agreement, whether such operations by itself or by any contractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

- a. Claims under workers' disability compensation, disability benefit and other employee benefit act.
- b. Claims for damages because of bodily injury, occupational sickness or disease of its employees.
- c. Claims for damages because of injury, occupational sickness or disease, or death of any person other than its employees, subject to the limits of liability required by law for each occurrence and, when applicable, by law for the annual aggregate for non-automobile hazards and as required by law for automobile hazards.
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from, subject to a limit liability required by law for each occurrence for non-automobile hazards and as required by law for automobile hazards.

- e. The insurance shall be written for the same limits of liability currently purchased by or in force for THE SCHOOL BOARD or as required by law.

10. LIABILITY:

All liability losses, or damages resulting from claims, demands, costs or judgments arising out of personal and/or bodily injuries or property damage resulting from acts, omissions or negligence of the School Board, its officers or employees, in carrying out the obligations of the School Board under this Agreement shall be the responsibility of the School Board and not the DMA. It is, however, expressly understood and agreed that nothing herein shall be construed as a waiver of any governmental immunity that the School Board has as provided by statute or modified by court decisions, which immunity shall be asserted to the maximum extent possible.

By entering into this Agreement, neither the DMA nor its agencies waive any immunity defenses that may be extended to it by operation of the law, including imitations on the amount of damages that may be awarded or paid.

11. RELATIONSHIP OF PARTIES:

The relationship between the DMA and the School Board is that of an independent contractor. No agent or employee of the School Board, the School District or any of its subcontractors shall be or shall be deemed to be an agent or employee, of the DMA for any reason and vice versa. The School Board will be solely and entirely responsible for its acts and the acts of its agents, employees, or servants and subcontractors during the performance of this Agreement and likewise for the DMA.

All parties hereto shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of such party in refraining from doing so at any time. The failure of any party at any time to enforce its rights under such provisions strictly in accordance of the same shall not be construed as creating a custom in any way or manner contrary to specific provisions of this Agreement or as having in any way or manner modified or waived the same. All rights and remedies of the respective parties hereto are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

12. FINANCIAL RECORD REQUIREMENTS:

The DMA and School Board shall maintain and retain all records in support of reported expenditures and shall make such records available for public review or financial audits as may be requested. Records shall include books, documents and other evidence including, but not limited to, vouchers, bills, invoices, requests for payment and other documentation which according to generally accepted governmental accounting principles, procedures and practices

sufficiently and properly document all program costs expended in the performance of this Agreement. Such records shall be maintained for a minimum of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. The aforesaid records and other evidence shall be subject at all times to inspection, review, or audit by state or federal auditors, the State Comptroller, or other personnel authorized upon request.

13. AUDITS:

THE SCHOOL BOARD shall be responsible for responding to any audit inquiries or audit findings identifying revenues or expenditures regarding FTE funding specified for the education component of FLYCA. Audit records shall be kept on file for ten (10) years. In accordance with 20.055(%) FS, "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 2, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection."

14. NOTICES:

Each party to the Agreement shall appoint a Contract Administrator/contract Manager. It is expressly agreed and understood that these contact persons shall have no authority to legally bind the DMA and School Board. All notices must be given in writing and shall be deemed given when delivered to or deposited in the mail via certified mail/return receipt requested to the contact persons. All reports, billings, and correspondence to the respective parties to the Agreement shall also be sent to the contact persons.

Lené Haney, Contract Manager
Department of Military Affairs
82 Marine Street
St. Augustine, FL 32084
Telephone: (904) 823-0242
Email: lene.b.haney.nfg@mail.mil

This Agreement incorporates all the agreements, covenants, negotiations, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement or modified with the consent of all parties hereto, which consent must be evidenced by an instrument in writing executed by all parties or their respective successors or permitted assigns.

15. CERTIFICATION

By executing this Agreement, THE FLORIDA DEPARTMENT OF MILITARY AFFAIRS certifies that expenditures made of funds transferred pursuant to this Agreement are allowable.

IN WITNESS WHEREOF, the parties have caused their hand to be set to this Agreement written by the respective authorized officials thereto.

DEPARTMENT OF MILITARY AFFAIRS

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

STATE OF FLORIDA



Digitally signed by
WARFEL.MICHAEL.TAD.
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Date: 2020.05.12
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By: Michael Tad Warfel

By: Carol Studdard

COL, IN

Title: State Quartermaster

Title: Chairperson

Date: May 12, 2020 _____

Date: 6/4/2020 _____