



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This CONTRACTOR Services Agreement (“Agreement”) is made as of the effective date set forth below, by and between the SCHOOL BOARD OF CLAY COUNTY, Florida (hereinafter referred to as “SBCC”), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 900 Walnut Street, Green Cove Springs, Florida 32043 and Boys & Girls Clubs of Northeast Florida (BGCNF) (hereinafter referred to as “CONTRACTOR”), whose principal place of business is Physical Address: 10 South Newnan Stree, 2nd Floor, Jacksonville, FL 32202.

Mailing Address: P.O. Box #2059, Jacksonville, FL 32203.2059

WHEREAS, the SBCC is engaged in the activity of providing educational opportunities to children; and

WHEREAS, CONTRACTOR has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the SBCC is interested in procuring the services and/or products of CONTRACTOR, as best fits the needs of the school district as determined by the SBCC; and

WHEREAS, CONTRACTOR desires to provide afterschool services to the Schools listed in Attachment A-1.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Company, Vendor, Agency, or Consultant, of Contract for Goods and Services, hereafter collectively and individually referred to as the “CONTRACTOR”.
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
 - a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
 - b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law [accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
 - c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker’s Compensation Insurance and social security/self-employment contributions.
3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker’s compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR’s obligations under this section shall survive the termination of this Agreement.
4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.

5. 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 SBCC'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 SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR 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 SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.
6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.
7. Method of Payment: Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
 - a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
 - b. Services and/or Products, as authorized by and listed in Attachment A, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
 - c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable SBCC policies.
 - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
 - e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.

14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.
18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to Clay County District Schools website for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.
20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.
21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

<u>General Liability Policy:</u>	<u>Auto Liability Policy:</u>	<u>Worker's Compensation Policy:</u>
\$1,000,000.00 per occurrence	\$1,000,000.00 combined single limit	\$100,000
\$2,000,000.00 aggregate	\$5,000,000.00 (if charter or common carrier)	<i>*Exempt, need signed WCAF</i>

**If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
 - 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 this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
 - b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
 - c. Ensure all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
 - e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
 - a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]

b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

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

25. Government Funding: Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20; 31, 40, 4.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2: (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Independent Contractor Services Agreement shall prevail.

SBCC'S Representative with CONTRACTOR is: Treasure Pickett
School/Department Name: Academic Services
Mailing Address: 28 S. Green St, Green Cove Springs, FL
Phone #: 904-336-6918 Email Address: treasure.pickett@myoneclay.net

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

By: Mary S. Bolla
Print Name: Mary S. Bolla
Title: Board Chair
Date: 6/2/22

CONTRACTOR

By: Paul Martinez
Print Name: Paul Martinez
Title: President & CEO
Date: April 19, 2022

Attachment A

SCOPE OF SERVICES AND/OR PRODUCTS

1. **Description of Services and/or Products** (If sufficient space is not available on Attachment A, CONTRACTOR may provide information and append it to the Agreement as Attachment A-1, Attachment A-2, etc)

See Attachment A-1

Boys/Girls Club of Northeast Florida will pay the fixed fee/flat rate amount set forth in paragraph number 3 to the participating schools no later than the last day of the first month of each term/semester each year. This amount is \$1,000.00 per school per term/semester, which terms/semesters are defined as “fall”, “spring” and “summer.” There are seven (7) proposed sites, multiplied by a total of \$3,000 per site, multiplied by four (4) years, equaling a total contract commitment by the Contractor in the amount of \$84,000.00. *****

2. **Term:** The award of the BGCNF 21st CCLC 2022-23 contract, Mid-summer 2022 and continue until
- The term of this Agreement shall commence on
- July 31, 2026, unless earlier terminated as set forth in Agreement.

3. **Fee:**
- The CONTRACTOR shall provide services and/or products described in Attachment A, at the rate of \$ 3,000 per school served annually for a total of 4 years (7 X \$3,000 X 4 years = \$84,000.00) Fixed Fee (includes direct and indirect costs) / Flat Rate (cost for scope of work) / etc. The total compensation paid by Contractor to SBCC under this agreement shall not exceed \$120,000 over 4 years.

NOTIFICATION DOCUMENT

Waiver Requires Signature At Time Of Entrance On SBCC Property

Masks are Highly Encouraged and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, Employees not drawing District pay at the time they are on campus, or others conducting business on our property.

COVID-19 WAIVER

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA
RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION**

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and: (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant/Vendor/Volunteer/Parent Signature

Date

Printed Name

Name of each minor child for whom this Release applies, if applicable:

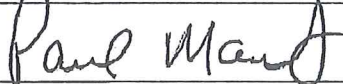
Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Boys & Girls Clubs of Northeast Florida

Signature of Authorized Representative: 

Printed Name of Authorized Representative: Paul Martinez

Title of Authorized Representative: President & CEO

Date: April 19, 2022

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (j)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

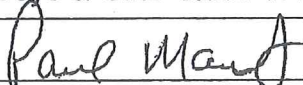
Vendor's Name: Boys & Girls Clubs of Northeast Florida
Signature of Authorized Representative: 
Print Name of Authorized Representative: Paul Martinez

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: Boys & Girls Clubs of Northeast Florida

Paul Martinez

Printed Name

Signature: Paul Martinez

President & CEO

Title of Authorized Representative

Date: April 19, 2022

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

IDENTICAL TIE BIDS – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

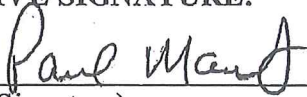
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Boys & Girls Clubs of Northeast Florida

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Paul Martinez
(Printed Name)


(Signature)

President & CEO
(Title)

April 19, 2022
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (*INSERT NAME* Paul Martinez). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

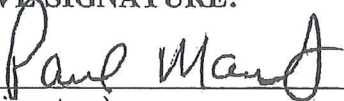
- 1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.
- 2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- 3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- 4) (*INSERT NAME OF COMPANY* Boys & Girls Clubs of Northeast Florida) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (*INSERT NAME OF COMPANY* Boys & Girls Clubs of Northeast Florida) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Boys & Girls Clubs of Northeast Florida

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Paul Martinez
(Printed Name)


(Signature)

President & CEO
(Title)

April 19, 2022
(Date)

Exhibit # 2 (e)

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

Paul Mand
Signature

Boys & Girls Clubs of Northeast Florida
Company Name



ATTACHMENT A-1

Final List of Clay County District Schools
BGCNF's 2022-2023 21st CCLC Grant Application
5.18.22

Clay County District Schools	
1	Clay High School 2025 Fl-16, Green Cove Springs, FL 32043-8526 (904) 336-7175
2	Grove Park Elementary School 1643 Miller St, Orange Park, FL 32073 (904) 336-1275
3	Keystone Heights Jr/Sr High School 900 Orchid Ave, Keystone Heights, FL 32656 (352) 473-2761
4	Montclair Elementary School 2398 Moody Ave, Orange Park, FL 32073 (904) 336-1975
5	Orange Park Jr High School 1500 Gano Ave, Orange Park, FL 32073-4506 (904) 336-5975
6	Orange Park High School 2300 Kingsley Ave, Orange Park, FL 32073-5125 (904) 336-8675
7	Wilkinson Jr. High School 5025 County Road 218, Middleburg, FL 32068-3553 (904) 336-6175



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



BOYS & GIRLS CLUBS
OF NORTHEAST FLORIDA



FLORIDA'S 21ST CENTURY
COMMUNITY LEARNING CENTERS

Clay County School District

Proposed Scope of Work

Boys & Girls Clubs of Northeast Florida (BGCNF) will offer Project STEAM+L (Science Technology Engineering Arts and Math plus Literacy) at designated Clay County School District in Florida in collaboration with the Florida Department of Education's 21st Century Community Learning Centers grant programming. Designed to complement and enrich school day instruction, the 21st Century program serves students at the seven (7) designated schools listed in Attachment A-1, pg. 16 (**FINAL LIST**), afterschool for 2-3 hours as determined by a Memorandum of Understanding ("MOU") with the Clay County School District, the School District Director of K-12 and the individual school principals, as referred to on page 22 of 23 under the subheading of Facilities.

Our Club and services are fully open to all children in each designated school. BGCNF offers programming to serve adult-family members of all students served. Elementary, Middle and High Schools receive academic support, meals and snacks and personal enrichment activities weekly. Student Ratios: Academic / Certified Teachers minimum of 15:1 and Enrichment / Non-Academic minimum of 25:1.

Community Notice

Boys & Girls Clubs of Northeast Florida will post a Public Notice in our "What We Do – 21st CCLC" section of our website by mid-April to provide information about our intent to apply for this grant <http://www.bgcnf.org/21stcentury/>. A notice will also be posted at the administrative office.

Needs Assessments

BGCNF will work with each school to collect Parent/Student and Teacher survey data. Survey links and hard copies will be given to each principal and their teams to ensure that a minimum of 20% of the total of each group are surveyed. Surveys will be collected and analyzed. BGCNF's operations team members will make recommendations from the data and write programming into each grant.

Closing the Gaps: The programs are designed to address the identified needs: (1) academic remediation/homework help to address student progress; (2) integrated reading and writing activities (literacy) to support ELA academic achievement; (3) STEAM to address science and math deficiencies with a blend of visual arts and photography ("A" in STEAM); (4) physical exercise and education to create healthier students; and (5) adult-family member services.



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



Clay County School District

Community Partners: Boys & Girls Clubs will work with community partners and stakeholders representing each school to provide support necessary to maintain and sustain programming.

Target Population, Recruitment and Retention

Target Population

As part of the 2022-23 21st CCLC grant proposal, BGCNF will serve students who meet the priorities for the 21st CCLC program. Specifically, our project (unit) director will work with school administration to target students who have received less than satisfactory scores on their end of year exams during the past school year and those who are currently receiving less than a “c” grade and/or those who are in the lowest 25th percentile within enrollment.

Research shows that students begin to disengage with formal education as early as the fourth and fifth grades. Students who are disengaged from school are no longer motivated to succeed in school – it is no longer what they see as meaningful or important. Unfortunately, disaffected and disengaged students also influence their peers to disengage – and generally engage with negative activities. Such students are likely to be retained; to fail to earn enough credits; to perform poorly on state assessments; and to fail to graduate on time (America’s Promise Alliance, 2017). We have structured our grant and program to service Clay County School District students with Science, Technology, Engineering, Arts, Math and Literacy programming so that we can reach this core group as identified in the needs assessment so that they can not only prosper, but also extend the power of the grant by becoming a positive influence for their peers.

Boys & Girls Clubs of Northeast Florida staff strive to secure an environment to serve children with special needs including those who might be homeless, English language learners, physical, psychological, sensory or learning disabilities, and/or those with attention behavior concerns. BGCNF and our staff work with every individual student so that they are not excluded from the program and are safely accommodated.

Recruitment and Retention

The recruitment and retention of the most at-risk students and those most in need of 21st CCLC services is conducted through established relationships each individual Clay County School as identified in this response. The primary strategies to be used to recruit and retain targeted students for enrollment and to achieve consistent, long-term participation in the 21st CCLC program are achieved by involving students, parents and school principals and teachers from the very beginning, including through the development of this application. The recruitment strategy



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



BOYS & GIRLS CLUBS
OF NORTHEAST FLORIDA



FLORIDA'S 21ST CENTURY
COMMUNITY LEARNING CENTERS

Clay County School District

has the additional benefit of strengthening our ongoing relationship with the school day, meeting the needs not only of students but of teachers and the schools.

Recruitment

- Reach out to adult-family members of students served at designated Clay County Schools. Follow up with all who provided phone numbers on the needs assessment and ask them to tell their friends and family members about the Club and programs.
- Have staff recruit potential students directly through events, relationships and unique entry points to reach students in the schools.
- Encourage current students to recruit their fellow student friends.
- Create recruitment activities designed to target potential students that align with each school's programming.
- Ask teachers and the principal to give referrals for the program.
- Secure a list of school events and have BGCNF Club staff members attend.

Retention

Particularly with secondary students, we acknowledge that 21st CCLC activities must be extremely compelling to not only attract but retain such students. Students have many options and our intent – and a strong suit of BGCNF – is to incite students to continue to choose our programs. We:

- Poll students to secure feedback and preferences for enrichment.
- Create excitement around the STEAM+L programming to engage students.
- Communicate with parents to follow-up student absences of more than two days in the 21st CCLC program, including helping parents to solve attendance barriers.
- Routinely share information about the 21st CCLC programs to parents as they pick up their children and integrate information to keep their children engaged as part of our adult-family member program activities.
- The Club Project (Unit) Director and assigned teachers regularly collaborate with the schools to be certain that academic learning objectives and materials are shared.
- Work directly with school administration in time of need to retain a student.
- Staff ensure that support is given to students with different learning styles.

Program Evaluation



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



Clay County School District

Evaluation is a critical component of Project STEAM+L programming. Boys & Girls Clubs of Northeast Florida (BGCNF) values the opportunity to learn from an objective perspective and is committed to making mid-course corrections where data show that the program is not performing optimally for students or for their families. BGCNF finance, operations and development/grants administration staff meet weekly to discuss process improvements based on data. Our team understands the important role of evaluating our 21st CCLC programs and we are prepared to make adjustments based on data outcomes.

Approved Program Activities

Project Celebration STEAM+L engages students in the Science, Technology, Engineering, Arts (Visual & Photography), Math and Literacy areas. STEM and STEAM have become popular vehicles for youth activities. We view them as the organizing framework for a variety of activities to challenge, captivate, and motivate students. We have added literacy to specifically acknowledge that literacy is the building block for students' current and future success. Without

Boys & Girls Clubs Experience and Capacity

BGCNF staff has experience with managing federal grants with FDOE 21st CCLC, HUD – Community Development Block Grants, USDA food and FDOH grants and numerous other city and foundation grants.

Upon receipt of monitoring and audit activities, BGCNF finance, operations and grants administration staff collaborate weekly through meetings and discussions to effectively evaluate, monitor and adjust programs, train staff, and make necessary improvements. BGCNF effectively manages six (6) 21st CCLC Grants and 32 Kids Hope Alliance Grants serving over 5,000 students daily and nearly 10,000 annually. At least 10 staff members have engaged in 21st CCLC training and development activities. We are prepared and excited about this opportunity to serve more students in our afterschool programs.

Surveys, questionnaires, among other informative data-based assessment tools are issued to the program participants. Staff reviews the data and makes adjustment to programming as needed to enhance student outcomes. Our on-going relationship with the school administration to review the goals of the school improvement plans monthly is critically important to implementing program changes to drive student grade improvements.



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



BOYS & GIRLS CLUBS
OF NORTHEAST FLORIDA



FLORIDA'S 21ST CENTURY
COMMUNITY LEARNING CENTERS

Clay County School District

Organizational background: Boys & Girls Clubs of Northeast Florida (BGCNF) is a member of Boys & Girls Clubs of America – the United States' most effective youth development organization. BGCA has been ranked as the top national, youth serving organization, according to the Chronicle of Philanthropy's Top 400 list of philanthropies for the past 18 years. BGCNF works to help young people of all backgrounds develop the qualities they need to gain skills, experience positive peer influence and improve their academic success. For over 55 years, BGCNF has provided quality afterschool programming to our community's disadvantaged youth. BGCNF has demonstrated its capacity to operate afterschool services since the Laurence F. Lee Boys & Girls Club opened in May 1966. The agency currently operates 35 Clubs in Duval County; one (1) Club in St. Johns County, and two (2) Clubs in Alachua County - each strategically placed to serve over nearly 10,000 at-risk youth every year. To accomplish its mission in the community, BGCNF utilizes 400+ employees, 200 volunteers, a Board of Governors and an annual revenue of \$14+ million. BGCNF has successfully applied for, received and administered many federal, state and city grant awards each year for over fifteen years.

BGCNF is financially managed by a Board of Governors and administered by the President and the Vice President of Operations and Vice President of Programming. The agency is fiscally sound and has received single audits with no significant findings for the past several years.

Staffing & Professional Development

Staffing - The administrative staff at our Boys & Girls Clubs are trained and extremely experienced in leading, managing and delivering programs serving youth. Our Directors of Grant Administration – Programming oversees the sites and trains staff to run and fully execute all 21st CCLC program requirements. Our Program (Unit) Director (PD) is responsible for managing and implementing the educational program and budget described in the approved application to ensure that the agency meets its responsibilities to the FDOE under the grant agreement in a timely manner, including monitoring of programs goals, objectives, and activities. The PD provides leadership and planning necessary to provide high quality 21st CCLC programming for students and families for 21st CCLC. The PD ensures communication between the 21st CCLC sites, teachers, principals, community partners, advisory committee and support staff; and facilitate all staff trainings. In addition, our Clubs employ certified teachers who collaborate and complement academic learning with their schools; Youth Development Specialists who oversee all project-based learning activities; a family program coordinator; and a program specialist who



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



BOYS & GIRLS CLUBS
OF NORTHEAST FLORIDA



FLORIDA'S 21ST CENTURY
COMMUNITY LEARNING CENTERS

Clay County School District

oversees data collection and programming. All team members receive training to meet the objectives of the RFP

Professional Development - All 21st CCCL teachers, program instructors, and other 21st CCLC staff are trained on elements of the grant including the funding priorities and provisions of academic, project-based and experiential learning methods and activities in culturally appropriate ways. Staff gain a sound understanding of the program design, need, and effective teaching methodology of the 21st CCLC program, and the measurable objectives and activities to be offered to our students and their adult-family members to ensure that the offerings address community needs. Weekly staff meetings are held that include a training element. Monthly agency-wide training programs occur to keep staff aligned with the goals and objectives of the grant and to enhance student experiences and outcomes via our programs.

Facilities – Clay County School District

Boys & Girls Clubs of Northeast Florida will work with each school to determine the space required to appropriately run the 21st CCLC programs to include, but not limited to: Classrooms, Activity Rooms, Gyms, Outdoor recreational areas, and/or Multipurpose Rooms. The list of on-site facilities to be utilized by the Contractor will be discussed and agreed upon in writing via a Memorandum of Understanding (“MOU”) with the Clay County School District, the School District Director of K-12 and the individual school principals. The above referenced MOU must be submitted to purchasing and the office of the School Board Attorney for contract review.

Safety and Student Transportation

BGCNF takes the safety and security of the youth we serve very seriously. Our 21st CCLC program staff undergo a FDLE Level II screening and meet all the certification requirements and possess the necessary licenses as required by BGCNF, DCPS and 21st CCLC. BGCNF conducts random drug tests and background checks are conducted annually after hire. Staff undergoes screening as required by the Jessica Lunsford Act. BGCNF adheres to all district safety and hiring regulations.

Safety procedures/onsite: To enroll students at the 21st CCLC a parent or guardian must fill out a detailed membership form with contact medical, employment, demographic and socioeconomic information. Students sign themselves in and out each day, which provides the monthly attendance records, as needed. Adult-family members are encouraged to pick up their children



ATTACHMENT A-1

Boys & Girls Clubs of Northeast Florida Proposed Schools & Scope of Work



BOYS & GIRLS CLUBS
OF NORTHEAST FLORIDA



FLORIDA'S 21ST CENTURY
COMMUNITY LEARNING CENTERS

Clay County School District

from the club each day. Should a parent or guardian not be available to pick their child up at the end of the day, we require that the parent sign a release form and provide an authorized list of individuals for pick-up with proof of identity. BGCNF has a detailed Parent Handbook which includes safe practices and expectations. Our Clubs and teams are compliant with CPR, First Aid, and ongoing in-house and other trainings. BGCNF's safety manual and guidelines addresses a myriad of other safety issues. BGCNF will collaborate with each Clay County School to determine transportation needs to serve the students in the after school and summer programs.

Collaboration and Sustainability

Collaboration

Our on-going school collaboration includes the sharing of student data, including report card grades, standardized test scores, attendance and behavior records. And, BGCNF hires certified teachers from each school to provide continuity with the school day including before school and afterschool programs. Throughout the school year, our project (unit) director, teachers and school administration meet to discuss student performance and identify areas to further engage in academic enrichment and to evaluate continued alignment with the school improvement plans.

Sustainability

One of the main purposes of this funding is to create an innovative program that is both high-quality and sustainable after the end of federal funding. We understand that the 21st CCLC grant is designed to front-load key programming expenditures to allow for successful continuation in those years federal funding is no longer available. BGCNF Board of Governors and our partners are deeply committed to the success of this program at each designated Clay County School. Fundraising at all levels include: Annual Capital Campaigns, Jacksonville event fundraisers, board donations, corporate outreach and grants. We proactively pursue any and all available sources of private and public financial support for our effort to sustain Boys & Girls Clubs within the Clay County School District.

Data-Sharing and Usage Agreement

Clay County District Schools

This agreement establishes the terms and conditions under which the Clay County District Schools can acquire, share, and use data. Either party may be a provider of data to the other party or be a recipient of data from the other. The purpose of this agreement is to provide for the Parties' sharing of certain respective Student Data from student education records, pursuant to s. 34 CFR 99.31(a)(6) and s. 1002.221, Florida Statutes, in order that the District and Data Recipient may improve the advancement of achievement throughout Clay County.

1. The confidentiality of data pertaining to individuals will be protected as follows:

A. The data recipient will not release the names or addresses of individuals or information that could be deemed as personally identifiable information of an individual, nor will the recipient present the results of data analysis (including but not limited to graphics or maps) in any manner that would reveal an individual's personally identifiable information.

B. Both parties shall comply with all Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement.

C. Both parties agree that personally identifiable information (PII) will be as defined in Florida State Statute 501.171.

D. Both parties agree to follow Florida's public records laws and laws relating to records retention located in Florida State Statute chapter 119 and Florida's General Records Schedule GS1-SL.

2. Any use, disclosure, or re-disclosure of the confidential information provided by each Party to the other Party not expressly permitted by this agreement is unauthorized and prohibited. Each Party must ensure that their respective authorized personnel are informed about and aware of the prohibitions regarding the use, disclosure, and re-disclosure of any information provided pursuant to this agreement. Notwithstanding the terms, either Party may disclose confidential information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing Party must provide the other Party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

3. The data recipient will not release data to a third party without prior approval in writing from the data provider.

4. The data recipient will not share, publish, or otherwise release any findings or conclusions derived from the analysis of data obtained from the data provider without prior written approval from the data provider.

5. Data transferred pursuant to the terms of this Agreement shall be utilized solely for the purposes set forth in the "Contract/agreement" with the "Data Recipient".

6. All data transferred to Clay County District Schools shall remain the property of the "vendor" and shall be destroyed or returned to the "vendor" within sixty (60) days upon termination of the contract/agreement. The district shall send written notice to the other party confirming this requirement has been achieved. This covenant shall survive the expiration or termination of this agreement.

7. All data transferred from Clay County District Schools shall remain the property of the school district and shall be destroyed or returned to the school district within sixty (60) days upon termination of the contract/agreement. The district shall send written notice to the other party confirming this requirement has been achieved. This covenant shall survive the expiration or termination of this agreement.

8. Any third party granted access to data, as permitted under condition #2, above, shall be subject to the terms and conditions of this agreement. Acceptance of these terms must be provided in writing by the third party to the school district and signed by the school district before data will be released. The primary "vendor" will be responsible for presenting the signed agreement to the district on behalf of the third party.

9. Both parties agree that PII data stored will be encrypted while in transit and rest.

10. Each party agrees to disseminate this agreement to appropriate personnel in each party's agency.

11. To promote to the fullest extent permissible and in compliance with federal law and Florida Statutes (including but not limited to

Data-Sharing and Usage Agreement

Clay County District Schools

Sections 1002.22 and 1002.97, Florida Statutes, and Family Educational Rights and Privacy Act (FERPA) codified at 20 U.S.C. 1232g and its regulations codified at 34 CFR part 99) regarding the sharing of Student Data in student education records and information relevant to the purpose of this agreement.

12. The Parties hereby agree to share electronic Student Data across systems, in full compliance with state and federal confidentiality requirements, particularly FERPA, for purposes of each Party's educational studies and for the improvement of student education.

13. The Parties acknowledge that, during the term of this agreement, confidential information of a special and unique nature will be disclosed to each other. Each Party will protect the confidential information received from the other party in a manner that will not permit the personal identification of a child or the parents, including guardians, by persons other than those authorized to receive the records, and each Party shall protect the confidential information from unauthorized access, use or re-disclosure.

14. Each Party shall establish a mutually agreed upon limitation regarding the number of users with access to the student information; it being understood that each Party's authorized personnel (whether paid or non-paid staff) must be under the direct control of the Party with respect to the use and maintenance of the records to be disclosed pursuant to this agreement.

15. Each Party shall take all steps necessary to safeguard the confidentiality of the data received. Each Party must develop, implement, maintain and use reasonable and appropriate administrative and internal controls, and technical and physical security measures to preserve the confidentiality, integrity, and availability of all data electronically maintained, used, stored, or transmitted pursuant to this agreement. A review of these controls may be requested by either party to ensure their adequacy and implementation.

- appropriate administrative actions include appropriate disciplinary policies for any of each Party's respective authorized employees who may violate the requirements set forth in this agreement (including but not limited to, in appropriate circumstances, termination of employment).

16. Neither Party shall possess nor assert any lien or other rights against or to confidential information of the other Party.

17. Each Party agrees to report in writing within three (3) business days to the other Party any use, disclosure, or re-disclosure of confidential information not authorized by this agreement. Such report must identify:

- the nature of the unauthorized use, disclosure, or re-disclosure;
- the data used, disclosed, or re-disclosed;
- the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure;
- what the reporting Party has done or will do to notify affected persons and to mitigate any deleterious effect of the unauthorized use, disclosure, or redisclosure;
- what corrective action the Party has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.

18. Data Recipient agrees that the District shall have the right to review, prior to Data Recipient publishing any report or findings related to the Student Data, in order for the District to verify proper techniques are used to avoid any unauthorized disclosure of Student Data.

Company: _____

Clay County District Schools

Name: _____

Name: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Data-Sharing and Usage Agreement Clay County District Schools

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- the data used, disclosed, or re-disclosed;
- the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure;
- what the reporting Party has done or will do to notify affected persons and to mitigate any deleterious effect of the unauthorized use, disclosure, or re-disclosure;
- what corrective action the Party has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.

18. Data Recipient agrees that the District shall have the right to review, prior to Data Recipient publishing any report or findings related to the Student Data, in order for the District to verify proper techniques are used to avoid any unauthorized disclosure of Student Data.

Company: _____

Clay County District Schools

Name: _____

Name: Ethan Caren

Date: _____

Date: 5/20/22

Signature: _____

Signature: [Handwritten Signature]