

190137

CONTRACT REVIEW FORM ("CRF")		BOARD MEETING DATE: <i>Maybe 3-7-2019</i> <small>WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED</small>
Date Submitted:		Telephone Number: 904-338-4503
Contract Initiator (Name of Person Overseeing the Contract): <i>Kelly Mosley, CTE Supervisor</i>		
School/Department Submitting Contract: <i>CTE-9002</i>		
Vendor/Contractor Name: <i>Electrical Training Alliance of Jacksonville (ETAJAX)</i>		
Contract Title: <i>Memorandum of Understanding</i>		
Contract Type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Extension		Date Original Contract Approved:
Contract Term:		Renewal Option(s):
Contract Cost: <div style="background-color: orange; padding: 2px; display: inline-block;">No Cost</div>		Payment Schedule (Monthly? Upon delivery? When finished?):
Funding Source:		Purchase Requisition No.: N/A
Strategic Plan Tie-in Explanation: <i>It is a goal of the CTE Department to expand hands-on opportunities for CCSD students as well as further engaging the business community</i>		
Pre-Approved by Superintendent or Designee? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Additional Information: <i>MOU with ETAJAX to start a pilot pre-apprenticeship electrical program for 12-18 12th grade students at Oakleaf High School in the 2019-2020 school year.</i>		

RECEIVED
2/15/19

RECEIVED FEB 13 2019

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- ☒ Completed Contract Review Form
- ☐ SBAO Template Contract or other Contract (with all basic and mandatory terms)
- ☐ SIGNED 2018 Addendum A (If not an SBAO Template Contract)* *Will have shortly*
- ☒ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
*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."
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).

Approvals

Comments

Purchasing Department	Approved	Denied	<i>NO COST, See Email attached</i>
Review Date: <i>2/15/2019</i>	<i>BTS</i>		
Risk Management Department	Approved	Denied	
Review Date:			
School Board Attorney	Approved	Denied	<i>* See Email *</i>
Review Date: <i>3/23/19</i>	<i>JB</i>		
Information & Technology Dept.	Approved	Denied	<i>The insurance is sufficient. Addendum A is included. COI attached. This is good to go to Board.</i>
Review Date:			
Other:	Approved	Denied	
Review Date:			

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
AND
JACKSONVILLE ELECTRICAL JOINT APPRENTICESHIP AND
TRAINING COMMITTEE, INC. D/B/A/ELECTRICAL TRAINING
ALLIANCE OF JACKSONVILLE**

IN RE: HIGH SCHOOL PRE-APPRENTICESHIP PROGRAM

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, hereinafter referred to as "SBCC") and **JACKSONVILLE ELECTRICAL JOINT APPRENTICESHIP AND TRAINING COMMITTEE, INC. D/B/A ELECTRICAL TRAINING ALLIANCE OF JACKSONVILLE** (hereinafter "ETAJAX").

WHEREAS, Jacksonville Electrical Joint Apprenticeship and Training Committee, Inc. is a Florida not-for-profit corporation (501C3) doing business in the State of Florida, created for the purpose of providing pre-apprenticeship and apprenticeship education and training in the electrical field, and is doing business under the name Electrical Training Alliance of Jacksonville ("ETAJAX"), and

WHEREAS, SBCC and ETAJAX (collectively referred to as "the Parties") desire to work together to provide a registered electrical apprenticeship training program (hereinafter "The Program") to the students of Clay County, Florida, generally and to the students of Oakleaf High School ("OHS") specifically, which high school is located in Clay County, Florida, and

WHEREAS, ETAJAX desires to provide onsite and offsite electrical pre-apprenticeship training opportunities to high school students at OHS, and

WHEREAS, both SBCC and ETAJAX have determined that the establishment of such a program would be beneficial to both institutions, would further the education of future electricians in the community, and would benefit the public good, and

WHEREAS, SBCC is willing to grant ETAJAX the rights to provide onsite and offsite electrical pre-apprenticeship training to OHS students, utilizing OHS

facilities and instructional personnel in conjunction ETAJAX facilities, funding and instructional personnel,

NOW THEREFORE, in consideration of the mutual covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. GENERAL SCOPE OF THE MOU

The Parties shall work collectively to openly communicate, within their respective professional parameters concerning all matters necessary to the successful establishment of the Pre-Apprenticeship Program, the selection of appropriate student candidates for The Program, all of which shall be in their senior year of high school, and the implementation of adequate training to ensure successful completion of The Program by the selected students. Both parties agree that they will jointly strive to establish a quality pre-apprenticeship program in which eligible high school seniors can participate.

2. OBLIGATIONS OF SBCC

a. SBCC shall limit the size of each electrical pre-apprenticeship class to eighteen (18) students.

b. SBCC shall obtain an appropriate parental permission form which contains an acknowledgement of possible injury to the student and a waiver and release of liability for injury, which form shall be signed by the student and the student's parents or guardians. Execution of the consent, release and acknowledgement form is a prerequisite to admission of the student to the course.

c. SBCC shall ensure that admission to The Program shall be limited to students who are in their senior year and whose eligibility is determined by the Principal of OHS or someone designated by the Principal to make the selection.

d. SBCC shall provide classroom space at OHS for a minimum of one (1) class period per day, five (5) days per week, exclusive of holiday and vacation days (180 hours minimum per academic year) for the entire school year.

e. SBCC shall provide sufficient online computer equipment for each student assigned to The Program to use to access and complete the online instructional assignments of The Program.

f. SBCC shall provide a minimum of one (1) instructor who will, on a daily basis, teach the course, monitor the students of The Program as they complete their online assignments, and identify areas of coursework which present difficulty for the students and review and explain those areas of difficulty to the class as a whole. The instructor shall present the material in a positive manner as it pertains to ETAJAX and shall sign and adhere to a policy statement provided by ETAJAX, a copy of which is attached to this MOU.

g. SBCC shall ensure that the assigned coursework is taught using ETAJAX course outcomes and grading scale and meet the minimum seat time requirement for a First Year Apprentice level class.

h. SBCC shall transport the students to the ETAJAX facility for hands-on training and OSHA 10 training for no less than eight (8) days, of which at least four (4) shall be on Saturday. These ETAJAX training days shall each be for between six (6) and eight (8) hours of training per day. Said training days shall fall between the first day of class (beginning of the school year) and the last day of May of the same school year.

i. SBCC shall provide First Aid/CPR training to the students in The Program, which training shall lead to certification of each student in First Aid and CPR.

j. SBCC shall, through school personnel, evaluate the students in The Program at the end of the first semester and remove those who are determined to be unacceptable based upon ETAJAX parameters.

3. OBLIGATIONS OF ETAJAX

a. ETAJAX shall provide the syllabus for The Program to SBCC/OHS.

b. ETAJAX shall provide access to the online course materials which are necessary for completion of the course by the assigned students.

c. ETAJAX shall provide an ETAJAX instructor for eight (8) hours at the OHS school site, one (1) time during the school year to support student learning goals.

d. ETAJAX shall provide an ETAJAX instructor at the ETAJAX facility for hands-on training and OSHA 10 training for no less than eight (8) days per school year, of which at least four (4) shall be on Saturday. The instructor for these ETAJAX training days shall be available on each of these days for between six (6) and eight (8) hours of training per day.

e. ETAJAX shall ensure that OSHA 10 training is provided to all students in The Program before program completion.

f. ETAJAX shall provide all consumable materials needed for use by the students for use in "hands-on" applications at no cost to the SBCC/OHS.

g. ETAJAX shall take all steps necessary to maintain the status of The Program as a registered apprenticeship program by the State of Florida Apprenticeship Registration agency.

h. ETAJAX shall give preference for job placement opportunities for each student/applicant upon completion of The Program.

i. ETAJAX shall complete all administrative responsibilities in a timely manner, i.e., completion and submission of certification rosters, student's grades and other reports assigned or requested by SBCC/OHS for appropriate student record keeping.

j. ETAJAX shall ensure that its employees who are on the school grounds when students are present have undergone background checks as required by Florida Statutes 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468, as they are determined to be applicable.

4. PROGRAM PARAMETERS

a. The Parties agree that the maximum class size shall be eighteen (18) students, that a student must maintain a 75 grade average or above to remain in The Program, and that at the end of the first semester ETAJAX and OHS shall jointly evaluate the progress of all students and OHS shall remove those students who are determined to be unacceptable by both the ETAJAX and OHS.

b. Students shall be required to take the ETA National Aptitude Test in October. Those who do not score a 4 or above will be required to retake the Aptitude Test given the following April.

c. Completion of The Program shall consist of completion of the First Year Curriculum submitted by the ETAJAX and shall include the online and "hands-on" portions of the National Electrical Certification Board first year final examination.

d. Upon completion of The Program, students will sit for an interview by the entire Board of Trustees/Joint Committee of the Jacksonville Electrical Joint Apprenticeship and Training Committee, Inc., at which time the student may apply for advanced placement into the second year of apprenticeship.

e. In the event that the Student is accepted into the second year apprenticeship, the student must agree to adhere to all rules and policies of the ETAJAX.

f. In the event that a student's performance in The Program does not qualify said student to enter the second year apprenticeship program, ETAJAX will make efforts to assist said student(s) by placing them in a first year apprenticeship program for remediation in part or all of the program goals so that the student may later progress to second year apprenticeship status. A successful outcome in such instances is not assured or guaranteed.

g. Students are encouraged to seek employment with ETAJAX member contractors after program completion. ETAJAX will strive to place students when positions are available with member contractors.

5. JOINT ASSURANCES

Both parties shall work toward establishing a preeminent apprenticeship program, the goals of which may include the establishment of an Electrical Apprenticeship Certificate.

6. TERM

The initial term of this MOU is for a period of three (3) years, which term shall automatically renew on an annual basis after the initial term, until terminated by either of the parties by written notification.

7. MODIFICATION OF THIS MOU

Both ETAJAX and SBCC/OHS acknowledge that this is a developing program and that the terms of this Memorandum of Understanding may need to be modified from time to time. This MOU may only be modified only by joint agreement of the parties and such modifications must be in writing and signed by designated representatives of the respective parties to the MOU.

8. TERMINATION

Either of the Parties may, at any time, withdraw from this MOU with or without cause. However, the Parties agree that the Party seeking to withdraw from the MOU and terminate its participation shall provide a written Notice of Termination to the other Party at least ninety (90) days prior to the effective date of the termination. Termination of this agreement during the school year shall not be effective until the end of the school year, thereby allowing students who are registered in the course to continue in the course until completion of the school year.

9. INDEMNIFICATION

Each Party covenants and agrees at all times to indemnify, defend and hold harmless each other Party against any and all claims, demands penalties, judgments, court costs, and liability of every kind and nature whatsoever to the extent permitted by law arising out of or in any way connected or arising out of a Party's performance of the MOU. SBCC agrees to not hold ETAJAX liable for accidents which occur at the ETAJAX facility and ETAJAX agrees to not hold SBCC liable for accidents or

injuries which occur at the SBCC facility. However, this indemnification shall not operate to release any Party of liability for their own negligence. Neither party is required to indemnify or defend the other party for said other party's negligence in the event of either party being named as a defendant in any third party claim or lawsuit.

Notwithstanding the foregoing, nothing contained in this MOU shall be construed or interpreted as:

a. Denying to any Party any remedy or defense available to such Party under the laws of the State of Florida.

b. The consent of the State of Florida or its agents, agencies or political subdivisions, including SBCC to be sued; or

c. A waiver of sovereign immunity of SBCC or any of its employees or agents or volunteers beyond that which is provided in Section 768.28, Florida Statutes.

d. Specifically, this indemnification shall not operate to provide indemnification beyond the statutory caps set forth in Florida Statute 768.28.

10. ASSIGNMENT

No Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably delayed or withheld. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation shall relieve the assigning Party of any of its obligations hereunder. This MOU shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, either express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOU.

11. NOTICE

All notices, requests, consents and other communications required or permitted under this MOU shall be in writing and shall be (as elected by the person

giving such notice) hand-delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, and addressed to:

As to SBCC:

Superintendent of Schools
CLAY COUNTY DISTRICT SCHOOLS
900 Walnut Street
Green Cove Springs, Florida 32043

With a copy to:

Office of the Principal
OAKLEAF HIGH SCHOOL
4035 Plantation Oaks Boulevard
Orange Park, Florida 32065

As to ETAJAX:

Daniel R. Van Sickle. III, Training Director
ELECTRICAL TRAINING ALLIANCE OF JACKSONVILLE
4951 Richard Street
Jacksonville, Florida 32207

12. NON-WAIVER

The rights of the Parties under this MOU shall be cumulative and the failure of any Party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

13. ENTIRE AGREEMENT; VENUE

This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the Parties as to such subject matter. This MOU includes the attached "Addendum A", the terms of which are included in their entirety as part of this MOU. This MOU may only be amended by a writing that is properly authorized, executed

and delivered by the Parties. This MOU shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida.

In the event it is necessary for any Party to initiate legal action regarding this MOU, venue shall be in the state courts of Clay County, Florida.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this MOU upon the terms and conditions above stated as of the last date indicated below.

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

By: _____
Printed Name: CAROL Y. STUDDARD
Title: Chairman
Date: _____

**JACKSONVILLE ELECTRICAL JOINT APPRENTICESHIP AND
TRAINING COMMITTEE, INC., D/B/A/ ELECTRICAL TRAINING
ALLIANCE OF JACKSONVILLE**

By: _____
Printed Name: DANIEL R. VAN SICKLE, III
Title: Training Director
Date: _____



Addison G. Davis
Superintendent of Schools

SCHOOL BOARD OF CLAY COUNTY

900 Walnut Street
Green Cove Springs, Florida 32043
Telephones:
904/284-6500 (GCS) 904/272-8100 (OP)
1-888-663-2529 (KH)
FAX 904/284-6525 TDD 904/284-6584

BOARD MEMBERS:

Janice Kerekes
District 1
Carol Studdard
District 2
Betsy Condon
District 3
Mary Bolla
District 4
Ashley Gillhousen
District 5

RELEASE AND HOLD HARMLESS AGREEMENT (Student/Minor) READ THIS FORM CAREFULLY - IT CONTAINS A FULL AND COMPLETE RELEASE OF LIABILITY

Name of Participant (please print): _____

Date of Birth: _____

Name of parent/legal guardian authorizing participation: _____

By signing below I hereby confirm that I am electing to participate in the _____ being offered at _____ School.

I certify that I have no health problems or physical infirmities which impair my ability to participate in the named event or any associated physical activity (strenuous or other). I know and acknowledge that there are risks involved in all activities including those associated with this one, which risks include the possibility of serious physical injury and death, and I choose to accept all responsibility for my safety and welfare while participating in this activity.

With full understanding of the risks involved in the _____ activities, I hereby release and hold harmless _____ School, the School Board of Clay County, Florida, employees or agents of the School Board, the adults and sponsors of the activities, the volunteers, and any and all other personnel associated with the activity from any and all responsibility and liability for any injury resulting from participation in the above-described activities.

If I am injured and unable to seek medical treatment, I further authorize emergency medical treatment for me should the need arise for such treatment while I am participating in this activity and agree to be responsible for all costs arising from said emergency medical treatment.

READ THIS FORM CAREFULLY. YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE ACKNOWLEDGING THAT THERE IS A CHANCE YOU COULD BE INJURED OR KILLED IN THIS ACTIVITY. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR RIGHT TO RECOVER DAMAGES FROM THE SCHOOL, THE SCHOOL BOARD, ANY SPONSORS, OR OTHERS WHO SUPERVISE YOU IN THIS ACTIVITY AND ANY PERSONNEL ASSOCIATED WITH THIS ACTIVITY IN THE EVENT YOU SUFFER SERIOUS PERSONAL INJURY OR DEATH. YOU HAVE A RIGHT TO REFUSE TO SIGN THIS FORM. YOU WILL NOT BE ALLOWED TO PARTICIPATE IN THE ACTIVITY IF YOU REFUSE TO SIGN THIS FORM. BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT CAREFULLY, UNDERSTAND ITS TERMS AND KNOW THAT IT CONTAINS A RELEASE OF LIABILITY.

Signature of Parent/Guardian

Date:

Student Signature

Date:

Release and Hold Harmless Form (student/minor with consent), May 2018, SBAO (web)

Innovate

Engage

Empower

"An Equal Opportunity Employer"

"ADDENDUM A"
TO
CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("Board") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. INDEMNIFICATION

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

2. INSURANCE

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

1. General Liability Policy:
 \$1,000,000.00 per occurrence
 \$2,000,000.00 aggregate
2. Auto Liability Policy:
 \$1,000,000.00 combined single limit
 \$5,000,000.00 charter or common carrier
3. Worker's Compensation Policy:
 \$100,000

Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker's Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance ("COI") shall

name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

3. RESERVATION OF SOVEREIGN IMMUNITY

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

4. GOVERNING LAW AND VENUE

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

5. LEVEL II BACKGROUND SCREENING

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

6. INDEPENDENT CONTRACTOR

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

7. PUBLIC RECORDS

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

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

8. STUDENT RECORDS

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

9. PAYMENT TERMS AND CONTINGENCIES

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



JACKELE-01

JSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2019

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

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

PRODUCER
Cecil W. Powell & Company
219 N. Newnan Street
Jacksonville, FL 32202

CONTACT NAME: Joanne Smith, CIC
PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722
E-MAIL ADDRESS: Jsmith@cwpowellins.com

INSURED
Jacksonville Electrical Joint Apprenticeship Training
Committee
4951 Richard Street
Jacksonville, FL 32207

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Trust Insurance Co	20141
INSURER B: Auto Owners Insurance Company	18988
INSURER C: Technology Insurance Company	42376
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	GL10002791901	9/16/2018	9/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		9634702000	5/5/2018	5/5/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TWC3760595	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Clay County School Board is an additional insured with respect to general liability. Policy form to follow

CERTIFICATE HOLDER

Clay County School Board
2306 Kingsley Avenue, Building 17
Orange Park, FL 32073

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan Jordan