

APPROVED

190043 Round 2 dated 8/17/2018

<b>CONTRACT REVIEW FORM ("CRF")</b>		BOARD MEETING DATE: <small>WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED!</small>
Date Submitted: <del>7/23/2018</del> 8/17/2018		
Contract Initiator (Name of Person Overseeing the Contract): Kelly Mosley, CTE Supervisor		Telephone Number: RECEIVED 904-330-4603
School/Department Submitting Contract: CTE - 9002		AUG 20 2018
Vendor/Contractor Name: VyStar Credit Union		PURCHASING
Contract Title: VyStar Academy of Business @ Clay High School		
Contract Type: New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Extension <input type="checkbox"/> Date Original Contract Approved:		
Contract Term: 1/1/2019 (8/1/2019) - 6/30/2020 <small>June 2019 - June 2020</small>		Renewal Option(s): Auto Renew <small>automatic renewal for the next school year</small>
Contract Cost: Payment Schedule (Monthly? Upon delivery? When finished?):		
N/A		N/A
Funding Source: N/A		Purchase Requisition No.: N/A
Strategic Plan Tie-in Explanation: It a goal of the CTE Department to expand hands-on opportunities for CCSD students as well as further engaging the business community.		
Pre-Approved by Superintendent or Designee? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Additional Information: This will be the 4th VyStar Credit Union Career Academy in the Clay County School District joining FIHS, OPHS, and MHS to provide real-world experiences for Clay County students.		
<b>CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?</b>		
<input checked="" type="checkbox"/> Completed Contract Review Form <input checked="" type="checkbox"/> SBAO Template Contract or other Contract (with all basic and mandatory terms) <input checked="" type="checkbox"/> SIGNED 2018 Addendum A (if not an SBAO Template Contract)* <i>does not need per Dr. DiMatteo</i> <small>*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."  <input checked="" type="checkbox"/> Certificate of Insurance (COI) for General Liability &amp; Workers' Compensation that meet these requirements:  <small>COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated A- or better.            General Liability = \$1,000,000 Each Occurrence &amp; \$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].</small> </small>		

**RECEIVED**  
AUG 17 2018

Approvals	Comments	
Purchasing Department	Approved	Denied
Review Date: 8/20/18	BFS	
Risk Management Department	Approved	Denied
Review Date: 8/20/18	CRK	Approved due to excess coverage of additional insurance. Note: we will not cover six months in excess of limits
School Board Attorney	Approved	Denied
Review Date: 08/17/18	J.H.	
Information & Technology Dept.	Approved	Denied
Review Date: 7/31/18	1st CRF	
Other:	Approved	Denied
Review Date: 7/30/18	Legutko - 1st CRF	

CLAY COUNTY SCHOOL BOARD ATTORNEY'S OFFICE

**AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
AND VYSTAR CREDIT UNION**

This Agreement is made effective January 1, 2019 (the "Effective Date"), and is by and between The School Board of Clay County, Florida, ("Board or District"), and VyStar Credit Union, a Florida State Chartered Financial Institution ("VyStar Credit Union" or "VyStar"), collectively referred to hereinafter as "the parties".

**Whereas**, the District operates career and technical programs in several of its high schools that afford students preparation for college and careers in nationally recognized industry clusters; and

**Whereas**, the District desires to establish a learning laboratory to provide hands on training in the financial services industry to select students enrolled in the Clay High School Academy of Business; and

**Whereas**, VyStar Credit Union desires to collaborate with the District and Clay High School, consistent with its mission of providing quality services while maintaining fiscal soundness.

**Whereas**, the District is permitted to enter into this Agreement pursuant to Rule 6A-1.012(11)(b), F.A.C.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**I. PARTICIPATING AGENCIES**

The participating agencies in this Agreement are the District on behalf of Clay High School, and VyStar.

**II. STATEMENT OF AGREEMENT**

This is a mutual agreement between the District through the administration of Clay High School and VyStar Credit Union that VyStar Credit Union will (i) establish a learning laboratory branch at Clay High School (the "Branch") that shall have the purpose of being a training facility where students can have realistic, practical experience in conducting activities appropriate for training in the financial services industry by conducting limited operations that are conducted in an ordinary credit union branch, and (ii) assist in the development of the Academy, as defined below, and students from Clay High School for supervised learning experiences within the provisions set forth in this Agreement. The career and technical education program is set forth by the Florida Department of Education.

**III. GENERAL PROVISIONS OF THE AGREEMENT**

1. Clay High School, governed by the District, with the participation, on the terms provided herein, of VyStar Credit Union, will establish the "VyStar Academy of Business at Clay High School" (the "Academy"). The Academy will provide a

relevant and rigorous learning environment for students interested in the field of business.

2. The education of the students and the exposure to selected careers in business and finance shall be the primary purpose of the training programs.
3. Clay High School faculty shall have primary responsibility for the education, guidance and supervision of Academy students with the cooperation and assistance of VyStar Credit Union personnel in conducting training and providing experience in the operation of the Branch.
4. Clay High School shall be responsible for establishing the Academy program and curriculum. Clay High School faculty will be responsible for selecting experiences for the students from a list of selected careers in business, finance, marketing and entrepreneurship developed in collaboration with VyStar Credit Union.
5. Clay High School shall comply with the established financial institution's policies and practices of VyStar Credit Union in connection with the Branches, to the extent allowed by law governing the District and Clay High School. Among other matters, VyStar's practices and policies regulate the use of the VyStar Credit Union logo for marketing purposes. The "VyStar Credit Union" trademark and trade name shall remain the exclusive property of VyStar Credit Union, subject to the limited license to use the name "VyStar" as set forth herein.
6. The Parties recognize that the standards of deportment and conduct for faculty and students in the Academy must be appropriate to the requirements of a professional education program and the Federal, State, and local laws applicable to public education in the District and standards of conduct of applicable to employees of VyStar Credit Union as well as compliance with Federal, State and local regulations applicable to the conduct of a state chartered, federally insured credit union, to the extent credit union branch operations are involved. Students who participate in performing any tasks in the credit union branch operated at Clay High School shall be required to sign and abide by the same Code of Ethics (attached hereto and incorporated herein by reference as Exhibit A, as the same may be amended from time to time by VyStar Credit Union in its sole discretion) applicable to VyStar Credit Union employees.
7. VyStar Credit Union employees shall not acquire any rights or benefits as District employees and shall be solely and exclusively compensated by VyStar Credit Union.
8. Clay High School will select a limited number of students subject to VyStar Credit Union's approval who will be interns and subsequently, "student managers." The student managers will receive training from VyStar Credit Union, both at Clay High School and off-site in actual VyStar Credit Union branches or other locations. When working or training off-campus at a VyStar facility, such students will be paid a customary wage approved by VyStar, for

the hours worked. VyStar shall have the right to obtain background checks, drug testing, or similar screening on the same basis that it would for any VyStar employee, and shall have the right not to accept a student if the results of such screening is unsatisfactory. Such students may have the opportunity to obtain part time employment by VyStar outside school hours, if they desire to do so, subject to VyStar's needs. These student managers shall also serve as mentors to other students in the Academy program who are not student managers. The student managers shall function in the Branch, assisting other students in learning to perform functions appropriate to the operation of a credit union branch. The students will conduct actual credit union transactions in the Branch, subject to review and approval at all times by VyStar and its employees. While participating in on-campus training, mentor-mentee activities and conducting operations in the on-campus Branch, both student managers and other students in the Academy are engaged wholly in educational activities of Clay High School and shall not be entitled to wages. The training to be provided in the Academy and in the laboratory Branch is career training for the benefit of the students. The students do not displace any VyStar employees, but they transact credit union functions strictly under the authority and control of VyStar employees. All parties to this Agreement acknowledge, and all students of the Academy shall be advised, that participants in the Academy (including the student managers) are not necessarily entitled to a job (at VyStar Credit Union or elsewhere) at the conclusion of their training in the Academy. Except as otherwise specifically provided herein, students participating in the Academy shall not acquire any rights or benefits as VyStar Credit Union employees unless approved in writing by VyStar Credit Union. Notwithstanding anything else in this Agreement to the contrary, VyStar shall be solely responsible for all banking and business operations at the Branch and shall hold the District harmless from any loss or liability there from.

9. So long as this Agreement remains in force, if the District desires or intends to create a similar program for a learning laboratory branch as the Academy in one or more other schools in Clay County, then the District shall give VyStar Credit Union a first right of refusal to be the financial institution sponsoring and participating in any other such program. The District must submit in writing to VyStar Credit Union the District's intent to create a similar program in one or more other District schools. VyStar Credit Union shall have sixty (60) days from receipt of the District's written notice to submit VyStar Credit Union's acceptance in writing for sponsoring the similar program at another District school. If VyStar Credit Union accepts, then the parties shall diligently and in good faith negotiate and complete the agreement within ninety (90) days. However, if VyStar Credit Union declines in writing or fails to provide a written response after this sixty (60) day period, or after diligent and good faith negotiations the parties fail to enter into an agreement within ninety (90) days of VyStar's acceptance, then the District may establish a similar program (including entering into an agreement with a third party financial institution for the same). This provision shall not survive the discontinuance, termination, or expiration of this Agreement.

10. **Confidentiality/Privacy Clauses:**

(a) If "nonpublic personal information" about consumers, as defined in the National Credit Union Administration's rules on Privacy of Consumer Financial Information (12 CFR Part 716) (referred to as the "Privacy Rules"), is disclosed by VyStar Credit Union to any of the other parties to this Agreement, such parties agree strictly to safeguard the confidentiality of that information. The party to whom such nonpublic personal information is, or may be, disclosed agrees that it shall not sell or transfer such information and that it shall not use or disclose such information except as permitted by applicable laws and regulations. Without limiting the foregoing, each party to whom such nonpublic personal information is or may be disclosed agrees that it will not use the information except as necessary to carry out the purpose for which such information was disclosed, including use under an exception set out in Sections 716.15 of the Privacy Rules, in the ordinary course of business to carry out those purposes. All parties shall maintain the confidentiality of student information, including that specially protected by federal and state law, released to and obtained by VyStar in the performance of its obligations hereunder. In order to review VyStar's compliance with federal and state law regarding confidential student information, VyStar agrees to notify the District if it receives any requests or demands for confidential student information (including but not limited to legal subpoenas issued by any federal or state law enforcement or prosecutorial instrumentality or to state or federal financial institution regulator having jurisdiction, pursuant to applicable laws and regulations).

(b) VyStar understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. VyStar further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. VyStar shall regard all student information it receives, if any, as confidential and will not disclose the student information to any third party. The District represents that VyStar is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the District's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. VyStar agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. The District recognizes and agrees that for purposes of all applicable laws, VyStar has a legitimate educational interest for purposes of District disclosing to VyStar students' education records.

(c) The District and Clay High School reserve the right to review and approve, in advance, VyStar's use of the Clay High School name and promotion of the Academy and VyStar Branches in any advertising, promotional and public relations materials, activities and programs, both on and off-campus ("Promotional Activities"). VyStar shall submit, in advance, to the District and Clay High School for their review and approval any proposed Promotional Activities (including proposed copy and graphics). If the District has objections to any such Promotional Activities, the parties shall attempt in good faith to

resolve such differences and develop a mutually acceptable alternative. Among other matters, the District's practices and policies regulate the use of the District and Clay High School names and logos for marketing purposes. The District's and Clay High School's name and logos shall remain the exclusive property of the District, subject to the limited license granted to VyStar to use the names and logos of the District and Clay High School as set forth herein. Upon termination of this Agreement for any reason, VyStar shall cease to use the names and logos of the District and Clay High School for any purpose. VyStar shall immediately return to the District all materials belonging to the District and Clay High School, bearing the names and logos, and logo, and shall remove or conceal the District and Clay High School name and logo on any VyStar property.

#### IV. RESPONSIBILITIES OF CLAY HIGH SCHOOL

Clay High School shall:

1. Maintain standards recommended by the Florida Department of Education and the District.
2. Supply appropriate school space in a highly visible and a high student pedestrian area at Clay High School to VyStar Credit Union, with no obligation on the part of VyStar to pay rent, that will be converted to and used as credit union branch office, in which VyStar may locate all equipment and furnishings necessary to operate branch, and customary signage.
3. Supply textbooks, materials and supplies necessary to provide the best instruction.
4. Provide VyStar Credit Union with students who are qualified and prepared for internships.
5. Designate the name of the program as the "VyStar Academy of Business at Clay High School" for the length of this Agreement. The District and Clay High School shall have the right to use the name "VyStar" and the VyStar logo in relation to the Academy and the Branches, solely for non-commercial, educational purposes, consistent with the intent and purposes of this Agreement. VyStar's name, logos, trademarks and service marks remain the exclusive property of VyStar subject to the limited use license granted to District in this Agreement. If VyStar objects to the way its name or logo is being used, VyStar shall communicate such objection to the District and Clay High School, and the parties shall attempt in good faith to resolve it to their mutual satisfaction. Upon termination of this Agreement for any reason, Clay High School and the District shall cease to use the name "VyStar" and "VyStar Credit Union" for any purpose. It shall immediately return to VyStar all material belonging to VyStar, bearing the VyStar name and logo, and shall remove or conceal the VyStar name and logo on any school property.
6. Provide appropriate trained and skilled staff, including a program specialist or equivalent for career education, to assist in the development of the program and

to work with VyStar Credit Union personnel during the time the High School Branch is open. The Clay High School staff assistance provided to VyStar shall be regularly employed full time by the District at Clay High School and be licensed as appropriate for their position pursuant to the provisions of Chapter 1012, Florida Statutes.

7. Allow VyStar Credit Union personnel and their designated vendors, who have been screened as required by section V.9. below, access to the Branch to continue operation and open the branch at Clay High School, with the approval and cooperation of Clay High School.
8. Allow VyStar Credit Union to install alarms, lighting and/or other risk management equipment to protect, monitor and safe guard the assets and data maintained within the Branch as it deems appropriate; however, VyStar shall not permit any liens to attach to the District's property for such work.

The Clay High School staff, or designee, shall be responsible for the following:

1. Selecting appropriate students for enrollment in the business, finance, marketing and/or entrepreneurship classes.
2. Selecting students who are prepared for positions within the VyStar Credit Union Branch at Clay High School.
3. Supervising students in their work-based learning experiences at the Branch, to assure compliance with VyStar's banking policies and practices.
4. Planning for concurrent related instruction (informal and formal classroom), as needed to meet the objectives of the programs. This instruction will be scheduled during the regular school day.
5. Maintaining individual records of classroom, work-based instruction, area practice and evaluation of student competency.
6. Providing all required utilities to the space such as electrical power; heating ventilation and air conditioning; data communication and television cable access to credit union branch located at the Clay High School without reimbursement from VyStar Credit Union.
7. Security of building outside of credit union branch location and assuming full liability for building structure and maintenance.

#### V. RESPONSIBILITIES OF VYSTAR CREDIT UNION

1. To provide educational opportunities for the selected student managers in selected credit union operations and selected careers in business, finance and/or marketing. The selection of specific credit union operations and careers in

business, finance and/or marketing referred to in this paragraph shall be subject to the approval of VyStar Credit Union.

2. To assist the Clay High School staff or designee in providing information and education on credit union operations and facilities.
3. To establish and then continue the VyStar Branch location at the Clay High School to serve the (i) students, (ii) faculty and (iii) administrative and facility maintenance staff. The Branch shall not be open to any other VyStar customers, or potential customers. The Branch may offer (i) checking, (ii) savings, (iii) certificates of deposit and (iv) pre-loaded and re-loadable debit cards, and related services. It may accept loan payments, but shall not solicit, accept or process loan or credit card applications at the Branch. Additional products or services offered by the Branch can be offered with approval of the District, Clay High School and VyStar jointly so long as these new products and services do not include loans or credit card applications.
4. To furnish, install and maintain, at its expense, the Branches' offices with furniture, fixtures, equipment and other items and supplies necessary to operate the credit union Branch. This may include cash and other negotiable instruments. These furnished assets will be, and shall remain, the sole property of VyStar Credit Union, which will have full liability and the responsibility for safe keeping of these assets, and shall be entitled to remove the same at any time, including but not limited to the time of termination of this Agreement, provided it shall repair any damage caused by removal.
5. To educate the interns to become the student managers in VyStar philosophies and operations.
6. To provide the necessary support for the student managers to perform teller transactions, account opening and other approved transactions and operations authorized by VyStar Credit Union. These may include deposits, withdrawals, transfers, loan payments, check cashing, stop payments, opening of new accounts, pre-loaded and re-loadable debit card issuance and maintenance and opening of Certificates of Deposits.
7. To ensure the operations of the Branch comply with all Federal, State and VyStar Credit Union policies, procedures and regulations.
8. VyStar Credit Union reserves the sole right to determine and to limit the tasks which students may perform in the operation of the branch and to determine and limit authorized access to VyStar Credit Union data, information and transactional account ability for each student, and to require that all tasks and all access be strictly in compliance with applicable laws and regulations and the approved procedures and Code of Ethics of VyStar Credit Union, as adopted or amended from time to time by VyStar Credit Union.



9. All District and VyStar employees, appointees, or agents who come into contact with students as part of the Agreement must submit a background check, in a manner prescribed by District (including compliance with sections 1012.315 and 1012.467, Florida Statutes). Any non-District personnel associated with the Agreement and who may come into contact with students as part of the Agreement will be screened at VyStar's expense. VyStar shall not permit persons to provide services to student under this Agreement if any such person does not meet the standards under Florida law and the District's hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement. The foregoing will not apply to occasional speakers brought in to address a class pursuant to this Agreement, under the supervision of District personnel or VyStar employees, provided that such occasional speakers first check in to the school office and register as a visitor under the same terms and conditions as other occasional visitors to the school, and under the express requirement that such visitor is continuously maintained in the line of sight of a District employee or VyStar employee who has a successfully completed the required background screening.
10. VyStar shall maintain sole custody of all account, customer and other banking records pertaining to Branch operations.
11. VyStar shall secure insurance according to the types and levels of insurance set forth in the attached Exhibit B, which is incorporated herein by this reference. The District certifies that it is self-insured pursuant to the provisions of §768.28(16), Florida Statutes, for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. The District shall insure that VyStar receives immediate notification of reduction in or cancellation of coverage.

#### VI. CLAY HIGH SCHOOL PROCEDURES.

The Academy educational program shall consist of regularly scheduled classroom instruction, laboratory practice and experience in selected learning experiences at VyStar Credit Union. The division and arrangement of time to include the theoretical and clinical learning experiences shall be determined by Clay High School faculty and/or program manager, or designee, and shall be based on the needs of the students for specific learning experiences to meet the objectives of the program. If it is desirable for students to have experiences in hours other than those of the regular school day, this will be planned as part of the curriculum.

#### VII. REQUEST OF WITHDRAWAL OF STUDENT.

VyStar Credit Union has the right to request Clay High School withdraw any student from the Branch whose conduct is not, in the sole opinion of the management of VyStar Credit Union, in accordance with acceptable standards of performance.

VyStar Credit Union, in coordination with the Clay High School Administration, may, at any time, withdraw a student whose progress, conduct or work does not meet the standards of the program for continuation in the program.

If the student does not accept the decision, recourse is to appeal to the principal of Clay High School for review of the decision. The decision of the principal is final. VyStar Credit Union retains the right, at any and all times, to not allow access to VyStar proprietary systems, equipment and information.

VIII. DISCONTINUANCE OF AGREEMENT.

If either party to this Agreement wishes to terminate this Agreement for cause or convenience, it is understood that at least ninety (90) days written notice shall be given by either participating agency, providing that students currently enrolled in the programs shall be permitted to complete their training. Upon termination, VyStar Credit Union shall remove all of its property, including equipment, trade fixtures, furnishings and signage that it has installed in the Branch. Clay High School shall immediately cease to use the name "VyStar" or "VyStar Credit Union" or any VyStar logo or material bearing the VyStar name or logo, in connection with the Academy, or for any other purpose.

IX. MODIFICATION OF AGREEMENT

Modification of this Agreement shall be made by mutual consent of both parties. A duly executed amendment noting the modification(s) shall be attached to this Agreement and shall include the date and signature of parties agreeing to the modification(s).

X. TERM AND RENEWAL OF AGREEMENT

This Agreement shall become effective January 1, 2019 and the Academy operations shall commence for the 2019 - 2020 Clay County School District calendar year beginning on or after August 1, 2019 and ending on or before June 30, 2020. This Agreement shall be considered automatically renewed for the next school year, if not terminated by any party by written notice according to Sections VIII and XI as of the current school calendar year. It may be discontinued under provisions of Section VIII, or reviewed and/or revised as needed through mutual agreement of VyStar Credit Union administration and the District.

XI. NOTICES; CONTRACT ADMINISTRATORS

Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to VyStar:  
VyStar Credit Union  
Attn: President/CEO  
4949 Blanding Boulevard  
Jacksonville, Florida 32210  
Phone: (904) 908-2501

With copy to:  
VyStar Credit Union  
Attn: EVP/Chief Operations Officer  
4949 Blanding Boulevard  
Jacksonville, Florida 32210  
Phone: (904)-908-2500

If to District:

The School Board of Clay County, Florida  
900 Walnut Street,  
Green Cove Springs, Florida 32043  
Attn: Superintendent Addison Davis  
Phone: (904) 336-6500

With copy to:

School Board Attorney's Office  
900 Walnut Street,  
Green Cove Springs, Florida 32043  
Attn: David D'Agata  
Phone: (904) 336-6507

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties' respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. For purposes of the District's representative for the day-to-day activities, the District's Administrator shall be:

Clay County School District  
2306 Kingsley Avenue, Building 17  
Orange Park, Florida 32073  
Attn: Kelly P. Mosley, Supervisor of CTE, Community and Business Partnerships  
Phone: (904) 336-4503

For the purposes of VyStar Credit Union's representative for the day-to-day activities, the VyStar Credit Union Administrator shall be:

VyStar Credit Union  
4949 Blanding Boulevard  
Jacksonville, Florida 32210  
Attn: Michael Rathjen, High School Program Vice President  
Phone: (904) 908-2946

XII. COPIES OF AGREEMENT

Copies of this Agreement and any revisions shall be placed on file and available to the following:

1. The administrator of VyStar Credit Union;
2. The District's contract administrator;
3. The principal of Clay High School; and
4. The College and Career Coach at Clay High School

XIII. LIMITATION OF LIABILITY

To the extent allowable by law, neither party hereto shall be liable to the other party for consequential, indirect, exemplary, punitive or special damages. The party's liability arising out of or in connection with this Agreement shall be limited to out-of-pocket expenses and losses incurred as a direct result of the other party's breach of its obligations under this Agreement. These limitations will apply for all claims, including without

limitation, contract, warranty, indemnity, tort (including negligence), and strict liability howsoever caused or incurred for any reason whatsoever. The limitations contained in this section are not and shall not be construed as a waiver of the District's sovereign immunity beyond the limited legislative waiver thereof, in Section 768.28, Florida Statutes. In no event shall the district's liability exceed the monetary limits/statutory caps in section 768.28.

#### XIV. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall first be brought to the principal of Clay High School and if he/she is unable to resolve such dispute, then the matter shall be referred to the EVP Chief Operations Officer for VyStar Credit Union and the District Administrator (set forth in section XI above) for final resolution.

#### XV. ASSIGNMENT

The parties acknowledge this Agreement has been entered in consideration of the parties' mutual confidence in each other and the parties are unwilling to proceed on the basis set out in this Agreement with any other person save and except as expressly provided herein. Consequently neither this Agreement nor any of the respective rights or obligations of the parties hereunder or benefit or advantage received, may be assigned, given, sold, bargained, sublet, or otherwise disposed of, in whole or in part, by either party without the prior written consent of the other party, which shall not be unreasonably withheld or unduly delayed.

#### XVI. GOVERNING LAW AND VENUE

1. This Agreement shall be governed by the laws of the State of Florida.
2. The venue of any proceeding brought by any Party to enforce the terms of this Agreement shall be the court of appropriate jurisdiction of Clay County, Florida.

#### XVII. MISCELLANEOUS

1. Neither party shall acquire any proprietary or other rights in or to use the names, logos, symbols and other identifying marks of the other by virtue of this Agreement, unless otherwise approved in writing prior to use. During the term of this Agreement, the rights of the District and Clay High School to use the name "VyStar" shall be limited to purposes and the uses specifically set forth herein, unless otherwise agreed in writing by VyStar Credit Union. VyStar Credit Union does not have any propriety or naming rights to the name of the "VyStar Academy of Business at Clay High School" and shall not use the name in any marketing materials without the prior consent of the District. As long as this Agreement remains in full force and effect and VyStar Credit Union is not in default beyond any applicable notice and cure period, the name of the Academy shall remain the same. Upon termination of this Agreement, neither the District nor Clay High School shall have any further rights to use the name "VyStar" or "VyStar Credit Union" for any purpose, and VyStar shall not have any further rights to use the District's or Clay High School's name or logo for any purpose. VyStar shall not

host or stage events at District locations without receiving prior approval by the District contract administrator.

2. All sections and headings are used for convenience only and do not affect construction or interpretation of this Agreement.
3. To the best knowledge and belief of the parties, this Agreement contains no provision that is contrary to any federal/ state law, ruling or regulation. However, if any provision of this Agreement shall conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permitted by law. In the event any provision is thus inoperative, the remaining provisions shall, nevertheless, remain in full force and effect.
4. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.
5. VyStar and the District are each permitted to subcontract any of the work set forth in the Agreement, VyStar and/or the District shall ensure that each subcontractor complies with all provisions of the Agreement. VyStar and the District will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement. District acknowledges and agrees that VyStar may and will subcontract some work needed to assure the safe, sound and secure operation of the Branch, including, but not limited to, cash delivery, alarm installation and maintenance, bank equipment installation and maintenance, data communications equipment and software installation and maintenance. Prior to VyStar's commencement of the construction at the school, VyStar shall submit plans to the District's facilities office for review, and provide to the District's facilities office such insurance and comply with such other requirements as are reasonably related to VyStar's scope of work.
6. This Agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.
7. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes, as required by section 119.0701, Florida Statutes. VyStar understands the requirements set forth in section 119.0701, Florida Statutes, as it relates to this Agreement, and agrees to comply with the same. In compliance with section 119.0701, Florida Statutes, VyStar agrees to:
  - (a) Keep and maintain public records required by the District in order to perform the service.
  - (b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed

the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VyStar does not transfer the records to the District.
- (d) Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of VyStar or keep and maintain public records required by the District to perform the service. If VyStar transfers all public records to the District upon completion of the Agreement, VyStar shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VyStar keeps and maintains public records upon completion of the Agreement, VyStar shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF VYSTAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR VYSTAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, VYSTAR WILL CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS OR THE DISTRICT'S CONTRACT ADMINISTRATOR AT THE ADDRESS AND PHONE NUMBER ABOVE.**

- 8. VyStar represents and warrants to the District that VyStar does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with VyStar's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. VyStar further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.
- 9. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.

10. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. VyStar warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VyStar, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for VyStar, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
  
11. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or VyStar, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in VyStar's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, VyStar certifies to the District that there are no names of persons to disclose to the District who were materially involved with the procurement of this Agreement, or who will deliver direct services set forth in this Agreement.
  
12. This Agreement may be executed in one or more counterparts and via facsimile signature, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement.

In witness whereof, the parties have executed this Agreement on the date(s) noted below.

ATTEST:

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

By: \_\_\_\_\_  
Addison Davis, Superintendent  
of Schools

By: \_\_\_\_\_  
Carol Studdard, School Board Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Form Approved:

By: \_\_\_\_\_  
School Board Attorney

Date: \_\_\_\_\_

*[Signatures continued on next page]*



*[Signature page to 2018 Agreement between the School Board of Clay County, Florida, and  
VyStar Credit Union, for the  
VyStar Academy of Business at Clay High School!]*

Witnesses:

**VYSTAR CREDIT UNION**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Chad Meadows

Title: EVP/Chief Operations Officer

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

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT A**  
**CODE OF ETHICS**

SUBJECT: Code of Ethics for Employees and Agents

**GENERAL STATEMENTS**

The good name and reputation, and success of VyStar Credit Union and its subsidiaries are the result of the dedication and hard work of our Officials and employees, and the loyalty and support of our member/owners. Together we are responsible for preserving and enhancing VyStar's good name and reputation, which are critical to our continued success. We are guided in all we do by our Vision and Mission Statements, Corporate Values, Core Philosophies and VyStar Excellence.

In this document when "VyStar" is used, it refers to VyStar Credit Union and its subsidiaries; accordingly, this document applies to employees of VyStar Credit Union and its agents, as well as to the employees and agents of any of its subsidiaries. All employees and agents of VyStar Credit Union and its subsidiaries are subject to and must adhere to this Code of Ethics.

**Vision Statement**

The vision of VyStar Credit Union is to be the primary financial institution for its members and to bring credit union services to more people.

**Mission Statement**

The mission of VyStar Credit Union is to focus on serving the financial needs of our members by providing quality services while maintaining fiscal soundness.

**Our Corporate Values**

Integrity ~ Trust ~ Respect ~ Caring ~ Courage ~ Dedication ~ Loyalty

**Core Philosophies**

Quality Service is our most important goal.

Employees are our most important asset.

Because quality service is our most important goal, we will consistently apply the principals of *VyStar Excellence* as a way for our employees to focus on excelling in all we do for our members, each other and the communities we serve.

## VyStar Excellence Fundamentals

Focus ~ Connect ~ Understand ~ Counsel ~ Advance

### GENERAL REQUIREMENTS

As a state chartered, federally insured credit union, owned and operated by our members, we must always strive to ensure we comply with all applicable state and federal laws and regulations. We also must strive to abide by the highest standards of business conduct. VyStar is committed to maintaining high ethical and legal standards in all we do.

We maintain policies and procedures to guide our employees with respect to standards of conduct and performance of their roles. Failure to follow those policies and procedures, and to conduct ourselves in an ethical manner at all times could damage VyStar's reputation and otherwise result in serious adverse consequences to VyStar, our employees and our members.

The purpose of this Code of Ethics is to affirm the required standards of conduct to which all employees and agents of VyStar Credit Union and its subsidiaries must adhere. The Code of Ethics also explains expected practices all employees and agents must follow with respect to how we conduct business and provides a framework for our policies and procedures, which are available on our InfoCenter or from Human Resources.

All employees and agents of VyStar and its subsidiaries are expected to comply at all times with the Code of Ethics and the policies and procedures established by VyStar. Employees and agents should ensure they have read the Code of Ethics carefully, understand it, and are aware of the consequences of non-compliance with it. Adherence to the Code of Ethics is critical to the continued success of VyStar. If an employee or agent has any questions about the Code of Ethics or policies and procedures, they should seek the guidance of their Supervisor, a member of Management or a member of Human Resources Management. When in doubt about the advisability or propriety of a particular practice or matter, it is always best to seek such guidance.

In order to work at VyStar or its subsidiaries all employees and agents must have received and read the Code of Ethics. Employees and agents will also be required to sign a printed copy of the Code of Ethics, acknowledging that they have received it, read it and understand its contents. Their signature will indicate that they agree to comply fully with the standards and practices contained within the Code of Ethics as well as the policies and procedures of VyStar and its subsidiaries. Either the signed paper copy of the Code of Ethics Statement will be made a part of the respective employee's personnel record in Human Resources or Human Resources will retain a digital copy with an electronic signature. Agents' signed paper statements (or digital statements with an electronic signature) will also be retained by the Human Resources Department.

## PERIODIC REVIEWS

- The Code of Ethics will be reviewed at least bi-annually by the Board of Directors to determine if any revisions are deemed appropriate. When the Code of Ethics is revised all employees and agents of VyStar and its subsidiaries will be required to sign the new Code of Ethics statement and acknowledgement form.
- The Code of Ethics will be reviewed at least annually with all employees and agents of VyStar and its subsidiaries to ensure they remain familiar with its content and understand their requirement to comply with it. Annually, employees and agents of VyStar and its subsidiaries will be required to sign a statement that they have reviewed the Code of Ethics. That signed acknowledgment will be filed in the respective employee's personnel record or in digital form by Human Resources. Agents' of VyStar copies (paper or digital) will also be retained by the Human Resources Department.

## CODE OF ETHICS

In accordance with Board policy, every employee, and agent of VyStar and its subsidiaries will be guided by the Code of Ethics set forth below and as such, you should:

### Key Tenets

1. Strive to accomplish and support the Vision and Mission Statements of VyStar and its subsidiaries.
2. Exhibit the Corporate Values of VyStar at all times.
3. Support VyStar's Core Philosophies at all times.
4. Strive to achieve VyStar Excellence in all we do when serving members, interacting with each other and representing VyStar while following our VyStar Excellence Fundamentals. Seek ways to provide member service of the quality and promptness consistent with VyStar's commitment to value added service and VyStar Excellence.
5. Give your earnest effort and best thought to the performance of your duties at all times.
6. Recognize your personal responsibility to build and maintain VyStar's good name, reputation and positive image in all your actions. Never be disparaging of VyStar's good name to anyone verbally, in writing using any form of communication such as paper, text, emails, etc. or through any social networking media such as Facebook, MySpace, Twitter, Linked In, etc. Be aware that your online presence reflects upon VyStar. Be clear that your online activities are not on behalf of VyStar and do not represent VyStar.
7. Never use VyStar logo or trademarks for any purpose without written consent from the President/CEO, the Senior Vice President Marketing and Planning or their designee.
8. Never respond to requests from the media without proper authorization. Only the President/CEO, the Senior Vice President Marketing and Planning or their designee may

respond to the media (reporters, television, radio, newspapers, social media, etc.). If you are approached by the media contact your Supervisor, the President/CEO or the Senior Vice President Marketing and Planning for guidance.

9. Seek to identify and utilize more efficient and economical ways of getting your job done.
10. Never discriminate by granting any special favors or privileges to anyone.
11. Never solicit and/or accept for yourself or your immediate family anything of value, any gift, benefit or unusual hospitality that might be construed in any way to influence you in the performance of your duties. Immediate family is defined as spouse, parents, siblings, children, grandchildren, parents-in-law, siblings-in-law, step-parents, step-siblings, step-children, step-grandchildren, aunts, uncles and cousins. Significant others also fall into this category.
12. Engage in no business with VyStar, either directly or indirectly, which is inconsistent with the conscientious performance of your duties.
13. Never participate on the behalf of VyStar, directly or indirectly, in any deliberations or decisions on any question in which you have an interest, monetary or otherwise. This includes any decisions affecting the procurement of land, facilities, leases, equipment, software, supplies or services from any source, which would result in personal gain for you or members of your immediate family. This also includes the disposal of VyStar assets.
14. In order to safeguard the activities and assets of VyStar Credit Union and its subsidiaries, employees and agents of VyStar should not have interests in outside businesses which conflict or appear to conflict with their ability to act and make independent decisions in the best interest of VyStar.

An employee is considered to have an interest in an outside business if the employee or any member of their immediate family holds any ownership in the business or its property; furnishes goods or services to the business; or is a creditor, employee, agent, officer, director, or consultant of the business. Outside businesses include any person, company, firm, corporation, or government agency that sells or provides a service to, purchases from, or competes with VyStar Credit Union or its subsidiaries.

Disclose the facts if any potential conflict of interest arises so that it may be determined whether a problem exists and, if so, how best to eliminate it. If you have any reason to suspect a conflict of interest exists or might arise seek the guidance of your Supervisor, a member of Management or a member of Human Resources Management for guidance.

15. Expose dishonesty or corruption wherever discovered. There are various means to expose those situations. Report it to your Supervisor, a Member of Management, a member of Human Resources Management or via the Values Line.
16. Support VyStar's goal to maintain a safe, productive and professional work environment, free of all forms of harassment and discrimination, and which embraces diversity. VyStar does not tolerate any form of harassment by employees, members, suppliers or others because of a person's race, color, religion, sex, sexual orientation, pregnancy, marital status, age, national origin, physical or mental disability, veteran status or any other status protected by law.
17. The safety and security of employees and members is of primary importance. Employees are responsible for maintaining our facilities free from recognized hazards and obeying all company safety rules. Working conditions should be maintained in a clean and orderly state to encourage efficient operations and promote good safety practices.
18. Protect the confidentiality of all member and customer information, regardless of its form; electronic, paper, verbal, etc. It is critical to recognize that all forms of such confidential information may not be discussed outside of VyStar with employees' family members, significant others, friends, the media, social media, etc. Such information is to be used solely for workplace purposes and should then only be discussed on a need to know basis by applicable employees and members. In other words, casual discussion of such information among employees who have no direct need to access or use such information is inappropriate. Employees should also be mindful of where they discuss such information and the business of VyStar such as airplanes, other forms of public transportation, hotels, public places, restaurants, etc. Also, if traveling and working in route such as on planes, other forms of public transportation, hotels, restaurants, public places, etc. employees should ensure they protect any business related materials, data and information so they cannot be viewed or accessed by others outside of VyStar. Be mindful of discussing VyStar plans, business activities, etc. in any type of public place that could be overheard.
19. Never use any information received in the performance of VyStar duties as means for making personal profit or gain. Doing so can lead to disciplinary action up to and including termination of employment or severance of relationship with VyStar.
20. Accept that VyStar's good name and reputation are dependent upon your personal reliability and responsibility. VyStar's continued success depends upon members' confidence in our ability to manage the financial affairs of their credit union and to assist them in their financial affairs. As a representative of VyStar and in order to successfully provide members financial services and guidance, each employee and agent should manage their own personal and business financial relationships with good judgment and in a prudent manner. This includes the manner in which your personal deposit and loan accounts are maintained, as well as any account on which you are joint owner, an authorized user or to which you have access. This tenet is of such importance that neglect to conduct personal finances in a responsible manner may lead to disciplinary action, which could result in termination of employment or severance of relationship with VyStar. Your personal finances include not just accounts held at VyStar but all your personal and business financial relationships. Although your personal finances, in general are private,

if you are having financial difficulties, we encourage you to seek the guidance of your Supervisor, a member of Management or a member of Human Resources Management who can direct you to financial consultants who can provide you with confidential advice and referrals. Another option is our free financial counseling service, Balance.

21. Company resources, including time, material, equipment, software, networks, information, etc. are provided for company business use.

Never use for your personal benefit, without proper authorization, any equipment, tools, software, networks, materials, supplies, services, etc. purchased with VyStar funds. This includes, but is not limited to laptop computers, cell phones, intelligent devices such as smart phones, tablets such as iPads, USB flash drives, beepers, and Internet Access. If utilized, you consent to having those devices searched and/or seized by the company. Also, VyStar will not tolerate the use of company equipment to create, access, store, print, solicit or send any materials that are harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate. Doing so can result in disciplinary action up to and including termination of employment or severance of relationship with VyStar.

22. Recognize the trust of your position and accept responsibility to safeguard the assets (regardless of what type of assets) of VyStar's membership by meticulously maintaining awareness and adherence to all information and physical security, as well as safety policies and procedures. As a financial institution, we have access to considerable sources of confidential information in a variety of forms including but not limited to digital, paper and verbal. It is critical that all employees focus on ensuring all data and information, regardless of in what form, is protected at all times and that you adhere to all prescribed security procedures and precautions to protect data and information.

23. Uphold these tenets as fundamental to the well-being and continued success of VyStar and to its continued service, growth and progress.

**In addition, Employees and Agents of VyStar should be aware of the following and ensure they understand and adhere to these requirements:**

**Electronic/Digital Devices, Networks, Communications, and Messages**

- VyStar's computer and communication resources, including voicemail, e-mail, instant messaging, cell phones, mobile devices such as smart phones and tablets (iPads), texting devices with two-way communications functions, provide substantial benefits. However, they also present significant security and liability risks to you and VyStar. It is extremely important that you take all necessary measures to secure your computer, any electronic devices and passwords. **NEVER** share passwords, combinations, codes, etc. and ensure they are complex in nature. Change them regularly and again, always keep them confidential. Examples include: system passwords, Honeywell codes, safe combinations, etc.
- When you are using company resources to send e-mail, voicemail, a text message, an instant message, or to access Internet Services, etc. you are acting as a representative of VyStar. Any improper use of those resources may reflect poorly on VyStar, damage its

reputation, and expose you and VyStar to legal liability. In other words, be thoughtful of what you express and how you express it. Keep in mind, once you send any form of electronic correspondence or post something on any form of social media, you no longer have control of it, no longer own it and it is easily distributed to others.

- All of the communication resources used to provide computing and network communications via any electronic device owned or leased by VyStar throughout the organization are the property of VyStar and are intended for use by VyStar employees to conduct the business of VyStar. It is important that you understand that ALL e-mails, voicemails, text messages, instant messages and personal files stored on VyStar computers, cell phones, regular phones, mobile devices such as smart phones, tablets such as iPads, the "Cloud" etc. are VyStar property. This includes any personal information such as photographs, movies, books, music, etc. stored on these devices, networks and systems. Therefore, you should have no expectation of personal privacy in connection with these resources. VyStar may, from time to time at its sole discretion, review or audit any of this type of information, files, etc. stored or transmitted on VyStar owned devices and networks, including but not limited to e-mail messages, voicemail, text messages, instant messages and Internet access, for compliance with VyStar policies and procedures. Incidental and occasional personal use of e-mail, the Internet and telephones (land lines, cell and smart phones) is permitted; however, such use should be minimized, not interfere with your work responsibilities and the length of messages should be kept as short as possible. These messages and calls cost VyStar both in productive time and money. Even personal messages on VyStar's email and voice systems are VyStar property. **Please ensure you understand that none of these types of communications performed or stored on VyStar owned devices and networks are considered an employee's personal property.**

You should not use VyStar resources in a way that may be disruptive or offensive to others, or unlawful. At all times when sending e-mail, text messages, instant messages, or transmitting any other message or file, you should not transmit comments, language (including profanity), images or other files that contain statements or images that are discriminatory, offensive, defamatory, sexually suggestive, pornographic, illegal or harassing in nature. Please remember that your e-mail, instant, text and voicemail messages are easily forwarded to a wide audience and can be accessed and reviewed by VyStar if sent on VyStar technology. In addition, do not use these resources in a wasteful manner. Unnecessarily transmitting messages and other files wastes not only computer and network resources but also time and effort of each employee having to sort and read through their email, voicemail, text messages, instant messages, etc.

- Use of computer and communication resources must be consistent with all other VyStar policies and procedures, including those related to harassment, privacy, copyright, trademark, trade secret and other intellectual property considerations.
- It is important that we respect the property rights of others. We will not acquire or seek to acquire by improper means a competitor's trade secrets or other proprietary or confidential information for VyStar's use. Respect intellectual property rights and copyright laws recognizing that unauthorized copying of copyrighted materials is an infringement of Federal law. Never make, acquire, use or distribute unauthorized copies of computer software or computer software documentation, books, magazines, or any other published



materials that have copyright protection, unless authorized by the software developer or in accordance with the license agreement or as authorized by the publisher.

### **Laws and Regulations**

- Full and complete compliance with all related laws and regulations is expected from each employee and agent. Such laws and regulations include but are not limited to all State and Federal Regulations and the Comprehensive Crime Control Act of 1984. The Comprehensive Crime Control Act of 1984 makes it a crime for an officer, director, employee, agent, or attorney of any financial institution to solicit or accept “anything of value” for them or any other person “in connection with any transaction or business of such financial institution”. The Act also makes it a crime for anyone to give or offer to any officer, director, employee, agent, or attorney of any credit union “anything of value for, or in connection with, any transaction or business” of such financial institution.

Exceptions to the general prohibition regarding the acceptance of things of value in connection with VyStar business include:

- (a) acceptance of loans on customary terms and with appropriate approval to finance proper and usual activities, such as home mortgage loans, auto loans, etc. except where prohibited by law;
- (b) acceptance of advertising or promotional material of reasonable value, such as pens, pencils, note pads, key chains, calendars, and similar items;
- (c) acceptance of discounts or rebates on merchandise or services that do not exceed those available to other members;

### **Drugs, Alcohol, and Smoking**

- VyStar's policy is to employ a work force free from use of illegal drugs and abuse of legal drugs, either on or off the job, at a VyStar function or while representing VyStar in an official capacity. This tenet includes possession, use, selling, trading or offering for sale illegal drugs, reporting to work under the influence of illegal drugs, or using prescription drugs illegally. It is important for employees to be aware that as a drug free workplace, VyStar conducts random drug testing.
- Never use alcoholic beverages on the job, report to work under the influence of alcohol or possess alcoholic beverages on VyStar leased or owned premises.
- VyStar does not allow employees to smoke in any of its leased or owned facilities or on its leased or owned premises.

### Firearms and Explosives

- No employee or agent of VyStar may bring firearms, explosives, incendiary devices or any other weapons into any VyStar leased or owned facility or any work related setting. This applies even if an employee or agent is licensed to carry firearms. If an employee or agent is licensed to carry a firearm and have it in their vehicle, per Florida State law the firearm may not be displayed or visible. Similarly, VyStar will not tolerate any level of violence in the workplace or any work related setting. Violations of this policy must be referred to a member of Management or VyStar's Security Officer for appropriate action. Threats or assaults that require immediate attention should be reported to law authorities at 911 and to VyStar's Security Officer.

### Personal Accounts

- Do not attempt to perform or participate in any transaction on your own account, any account on which you are joint owner, any account on which you are an authorized user, or any account to which you have access because of your personal relationship with the account owner. This includes not just monetary transactions but also address changes and other non-financial transactions such as payment due date changes, interest rate changes on loans, dividend rates on deposits, etc. Such actions may lead to disciplinary action, which could result in termination of employment or severance of relationship with VyStar. Employees may **NOT** perform transactions on accounts owned by members of their immediate family, whether monetary or non-financial in nature. Such transactions must be referred to another employee.
- As noted earlier in the Code, VyStar expects all employees and agents of VyStar to conduct their personal finances both at VyStar as well as at other financial institutions in a responsible manner. Failure to maintain and conduct your personal finances as an employee (regardless of being a VyStar member or non-member) in a responsible manner may lead to disciplinary action, including termination of employment or severance of relationship with VyStar. This includes handling depository relationships appropriately and making loan payments on time.

### Member Accounts

- Never perform or participate in a transaction (monetary or non-financial) on any member's account unless appropriate identification and security procedures are followed. Never access or view an account unless the member has given authorization to access their account for business purposes only. In other words, employees should not view members' accounts unless they have a business reason to do so.
- Never obtain a credit report on a member without receiving authorization from the member. Never obtain a credit report on yourself, immediate family members, significant others or friends using VyStar resources.

### **Confidentiality**

- Always keep all VyStar member, customer and other forms of VyStar information confidential and secure. Never discuss member, customer or VyStar information with anyone except VyStar employees and Officials who have a valid business purpose, a proper authorization and a need to know. This includes any confidential and/or VyStar information taken offsite or accessed remotely. Failure to do so may lead to disciplinary action which could result in termination of employment or severance of relationship with VyStar.

### **Use of VyStar Name**

- Always use the VyStar name only in VyStar approved sanctions. The use of VyStar Credit Union or the name of its subsidiaries should not be used in any form for personal items such as signing a letter to the newspaper, comments on social media sites such as Facebook, You Tube, Twitter, etc. that you are an employee of VyStar or in letters of recommendation, unless it is authorized by the President/CEO or their designee.

### **Solicitation**

VyStar has a policy that prohibits any form of solicitation by employees or non-employees on or within any of its premises, either leased or owned. Solicitation may include but is not limited to such things as selling candy, cookies, wrapping paper and any other form of merchandise or services either for individual gain or the gain of a group. The President/CEO or their designee may make exceptions to this policy on behalf of charitable organizations when deemed in the best interest of VyStar. Unauthorized use of VyStar equipment, supplies or bulletin boards to post such solicitations is prohibited.

### **Audits/Reviews and Monitoring**

While stated above in other sections, it is important that employees understand the following regarding audits, reviews and monitoring:

**Personal Accounts:** VyStar may audit your personal accounts, accounts on which you are joint owner and accounts on which you are an authorized user. VyStar reserves the right to conduct audits/reviews of such accounts either randomly, or on an as needed basis of employees' and agents' personal accounts with VyStar.

**Phone Calls:** VyStar may monitor your phone calls made or received on VyStar owned or leased phone systems, including any form of electronic device. This includes monitoring voicemails stored on VyStar owned devices, networks, systems, etc. VyStar is engaged in providing a wide variety of services to our members and it is important to ensure the constant improvement of the quality of that service delivery. In the VyStar Service Center, member service calls are monitored on a regular basis for the purposes of evaluating employee training, employee performance, security and member service. In areas other than the VyStar Service Center, under certain conditions, as deemed necessary, phone conversations may be monitored on a random, or as needed basis. In areas other than the VyStar Service Center, approval to monitor calls and who

will do the monitoring must be obtained from the President/CEO or his designee, the Chairman of the Board or the Chairman of the Audit Committee.

**Email, Internet Access, Text and Instant Messaging:** VyStar may audit, review or monitor employees' e-mails, both internal and via the Internet, as well as employees' Internet site access, which are provided via VyStar owned or leased systems, networks and equipment. This includes text messages and instant messages. VyStar provides access to the Internet for employees as well as an intraoffice e-mail system. The e-mail system and Internet access are for the sole purpose of conducting VyStar's business and may not be used for personal purposes without proper authorization. As noted above, occasional and incidental use is acceptable on a limited basis. VyStar reserves the right to audit, review and monitor all forms of e-mail, text messages, instant messages, social media, Internet site access, etc. of employees on a random or as needed basis. Approval to audit e-mails, text messages, instant messages, social media and Internet site access, and by whom, must be obtained from the President/CEO or his designee, the Chairman of the Board or the Chairman of the Audit Committee.

**Remote Access:** VyStar may audit, review or monitor employees' remote access sessions to the VyStar network and/or any system(s) including all related equipment, systems and network devices. VyStar provides remote access to authorized users (employees and 3<sup>rd</sup> Party Vendors or Contractors) for the sole purpose of conducting official and/or contracted VyStar business. All information, including personal information placed on or sent over the network and/or system(s) remotely, is the property of VyStar and may be monitored and recorded. VyStar reserves the right to audit, monitor or review this access on a random or as needed basis. Approval to audit, review or monitor remote access, and by whom, must be obtained from the President/CEO or his designee, the Chairman of the Board or the Chairman of the Audit Committee.

### **Confidentiality Agreement**

In the course of your employment or contract service with VyStar, you may have access to and become acquainted with information of a confidential, proprietary or secret nature that is or may be either applicable or related to the present or future business of VyStar. Such trade secret information includes, but is not limited to, compensation, member/customer account/services information, member/customer and vendor lists, company information, business strategies and data, pending projects and proposals, and technological data. Employees may not make unauthorized copies of software or data or disclose any of the above mentioned trade secrets, directly or indirectly, or use them in any way, either during the term of their employment or any time thereafter, except as required in the course of their employment with VyStar.

### **Employees' Responsibilities**

It is the responsibility of each employee to read and become familiar with all VyStar policies and procedures. VyStar policies and procedures may also change from time to time and each employee has a responsibility to ensure they maintain familiarity with the most current policies and procedures. Nothing in the Employee Orientation information nor any other VyStar policy, practice, procedure, etc. confers any contractual right, either expressed or implied, as a contract of employment. All employees of VyStar are employed at will, which means that either the employee or VyStar may terminate the employment relationship for any reason at any time, except as prohibited by applicable law. No Supervisor, Manager or other representative of VyStar Credit

Union, except the President/CEO VyStar Credit Union, has the authority to enter into any agreement for any specified period of time, or to make any agreement contrary to the above. Employees should refer any questions they may have about VyStar policies and procedures to their Supervisor, a member of Management or a member of Management in the Human Resources Department.

**General Acknowledgement**

My signature below indicates that I have read the Code of Ethics of VyStar and that I understand its meaning and purpose. By signing this acknowledgement, I agree to adhere to the Code of Ethics of VyStar Credit Union and its subsidiaries. I also acknowledge that I understand a breach of the Code of Ethics could result in disciplinary action up to and including termination of employment or the severance of my relationship with VyStar. If I am an employee of VyStar, I understand that I am an at-will employee of VyStar and my signature below is not construed as constituting a promise of continued employment.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

A. Description of the Required Insurance. Without limiting any of the other obligations or liabilities of VyStar (herein, the "Company"), the Company shall, at the Company's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the Board (herein, "CCSB") and shall be maintained in force throughout the term of this Agreement.

1. Workers' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the Company shall conform to the requirements set forth herein.

(a) The Company's insurance shall cover the Company (and to the extent its Sub-contractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against CCSB, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CCSB, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the Company shall conform to the requirements hereinafter set forth:

(a) The Company's insurance shall cover those sources of liability which would be

covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The limits to be maintained by the Company (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

(c) The Company shall include CCSB and the CCSB's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding CCSB and the CCSB's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner's, Lessees or Contractor - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The Company shall pay on behalf of CCSB or the CCSB's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against CCSB or the CCSB's member, official, officer or employee for which the CCSB or the CCSB's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the Company shall conform to the requirements hereinafter set forth:

(a) The Company's insurance shall cover the Company for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos

used in connection with this Agreement.

Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) The CCSB and the CCSB's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating the CCSB and the CCSB's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The limits to be maintained by the Company (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by CCSB and shall be maintained in force throughout the term of this Agreement. The Company shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto Liability, the Company shall furnish CCSB with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to CCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of CCSB, identify this Agreement, and provide that CCSB shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for CCSB on the Commercial General Liability insurance, the Company shall furnish CCSB with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of CCSB and the CCSB's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the Company as set forth in this Agreement, the Company shall provide CCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of



endorsement, or other evidence initially acceptable to CCSB, if requested by CCSB, the Company shall, within thirty (30) days after receipt of a written request from CCSB, provide CCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Company may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the Company's Insurers

1. Insurers providing the insurance required by this Agreement for the Company must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Company has knowledge of any such failure, the Company shall immediately notify CCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Company has replaced the unacceptable insurer with an insurer acceptable to CCSB, the Company shall be in default of this Agreement.

D. The Company's Insurance Primary and Non-Contributory. The insurance provided by the Company pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by CCSB or the CCSB's member, official, officer or employee.

E. The Company's Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Company, or its Subcontractors or Sub-subcontractors, employees or agents to CCSB or others. Any remedy provided to CCSB or the CCSB's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by CCSB Approval/Disapproval. Neither approval by CCSB nor failure to disapprove the insurance furnished by the Company shall relieve the Company of the Company's full responsibility to provide the insurance as required by this Agreement.

*CUMIS Insurance Society, Inc.*

Home Office:  
2000 Heritage Way  
Waverly, IA 50677

Administrative Office:  
5910 Mineral Point Rd  
Madison, WI 53705

**ADDITIONAL INSURED ENDORSEMENT  
PREMISES YOU LEASE  
PROPERTY AND BUSINESS LIABILITY POLICY**

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered. The Common Policy Provisions apply to this endorsement. This endorsement modifies the Business Liability Coverage.

Designation of Premises (Part You Lease):

2025 FL-16

Green Cove Springs FL 32043

Name of Person or Organization (Additional Insured):

The School Board of Clay County, Florida, Clay County District Schools

("District") & all Board officers & employees

900 Walnut St

Green Cove Springs FL 32043 3129

**WHO IS AN INSURED**

**Who Is An Insured**

The following is added to the Who Is An Insured provision in the Business Liability Coverage:

The person or organization shown on this endorsement is also an Insured, but only with respect to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the ownership, maintenance or use of that part of the premises designated on this endorsement, leased to you, and subject to the following additional exclusions:

The insurance does not apply:

1. To any "occurrence" which takes place after you cease to be a tenant in said premises; or
2. To structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2018

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

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

<b>PRODUCER</b> M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-272-2443		<b>FAX (A/C, No):</b> 608-273-1725
	<b>E-MAIL ADDRESS:</b> info@m3ins.com <b>PRODUCER CUSTOMER ID #:</b> VYSTCRE-01		
<b>INSURED</b> VyStar Credit Union PO Box 45085 Jacksonville FL 32232	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Travelers		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES** **CERTIFICATE NUMBER: 1218747312** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
								\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
								\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB5K323493	1/1/2018	1/1/2019	X	WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: 2025 FL-16, Green Cove Springs, Florida 32043

**CERTIFICATE HOLDER** **CANCELLATION**

The School Board of Clay County, Florida 900 Walnut Street Green Cove Springs FL 32043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	--

**CUMIS INSURANCE SOCIETY, INC.  
 CERTIFICATE OF INSURANCE**

This is to certify that such insurance policies as indicated below by policy number have been issued on forms in current use by the Society. Hazards covered are indicated by (X). This CERTIFICATE OF INSURANCE neither affirmatively nor negatively amends, extends, or alters the coverage afforded by these policies. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

**Name and Address of Certificate Holder**

The School Board of Clay County, Florida  
 900 Walnut St  
 Green Cove Springs FL 32043 3129

Type of Insurance	Policy Number	Expiration Date	Limits of Liability
WORKERS' COMPENSATION EMPLOYERS' LIABILITY			Statutory
COMPREHENSIVE GENERAL LIABILITY (X) OCCURRENCE (X) Policy Aggregate Limit	039392	01/01/2019	\$300,000 Each Occurrence \$900,000 Policy Aggregate
AUTOMOBILE LIABILITY (X) Owned Automobiles (X) Hired Automobiles (X) Non-Owned Automobiles ( ) Repossessed Automobiles	047195	01/01/2019	Combined Single Limit \$300,000 Each Occurrence
EXCESS LIABILITY (X) OCCURRENCE (X) Policy Aggregate Limit	039392	01/01/2019	\$15,000,000 Each Occurrence \$45,000,000 Policy Aggregate

Should any of the described policies be cancelled before the expiration date noted, the Society will mail 45 days prior written notice of such cancellation to the above named Certificate Holder. The mailing of the notice shall be sufficient proof of notice.

**Description and location of operations and/or automobiles and/or property covered:**

VYSTAR CREDIT UNION's proof of insurance for its leased located at 2025 FL-16, Green Cove Springs, Florida 32043. Business Liability Coverage, CUPOP61 00 0310, and Excess Liability does not exclude Sexual Abuse / Molestation.

Refer to CUPOP 61 02 Additional Insured endorsement for details.

**Name and Address of insured:**

VYSTAR CREDIT UNION  
 PO Box 45085  
 Jacksonville FL 32232 5085

**Date:** 06/11/2018

**By:**



\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

### **Important Notice**

This is your current Certificate of Insurance. This replaces any previously issued Certificate of Insurance that may have been issued to you. The General Liability and Excess Liability coverages may contain both a Per Occurrence and General Aggregate limit. Refer to the Certificate of Insurance for specific coverage, limit and deductible information.

### **Questions Regarding This Certificate**

If you have questions regarding this Certificate, please contact our Customer Response Center at 1-800-637-2676.