

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **240120**
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: **1/25/2024**

Name of Contract Initiator: **Rachel Walker** Telephone #: **904-336-4457**

School/Dept Submitting Contract: **Clay County Adult & Community Ed.** Cost Center # **9008**

Vendor Name: **Electrical Training Alliance of Jacksonville (ETAJAX)**

Contract Title: **Memorandum of Understanding**

Contract Type: New Renewal Amendment Extension Previous Year Contract # **Similar to 190137**

Contract Term: _____ Renewal Option(s): _____

Contract Cost: **None**

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
Funding Source: Budget Line # _____
Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

____ Completed Contract Review Form

____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

____ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, this Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."**

____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

____ Release and Hold Harmless (If Applicable)

RECEIVED
By Elaine at 3:26 pm, Jan 25, 2024

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department Review Date REVIEWED By Bertha Staefe at 1:38 pm, Feb 05, 2024	No Cost - No Purchasing (Shared document with Budget (Kyle Seymore)) Property over \$1,000 will need to be processed with Property Control Department. Need to add #10 Addendum A and address comments.
School Board Attorney JPS Review Date 2/19/24	Defer to Attorney: the changes to SBCC Addendum A and all other T&C in MOU Appears as though ETAJ will be donating money with provisions for us to allocate. I reviewed their MOUs with other Counties, and it is similar to this document. I do not think we need Addendum A since they are donating money and goods to the school and providing no other services..
Other Dept. as Necessary REVISED Date 12:28 pm, Feb 20, 2024 REVIEWED By Bertha Staefe at 12:38 pm, Feb 22, 2024	2/20/24 Potential risk, need T&C that address at the least liability. What if the equipment is bad and someone gets hurt? ETAJ removed the highlighted clauses from our Addendum A, so what clauses do we need them to add back in? BFS (D. Broskie)
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	APPROVED By Elaine at 11:23 am, Feb 29, 2024

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736



MOU

1 message


Daniel Van Sickle <dvsicksle@etajax.org>
To: elaine.bartonweeks@myoneclay.net

Tue, Jan 23, 2024 at 11:14 AM

Hello Elaine. It was a pleasure speaking with you last week.

I have attached a proposed Amendment "A" for your review.

Our Trustees feel the existing document treats us more like a company performing work from the County which is not the case.

 Please pass along the following to the appropriate agency.

The ETA of JAX received a grant to create an adult electrical Pre-Apprenticeship in Clay County focused on Clay County residents.

Enrollment is to be approx. 20 students

To facilitate this, the ETA of JAX will be DONATING to Clay County:

10 new computers valued at \$1070.00 each (10@\$1070=\$10,700.00)

Consumable material up to \$12,800.00

New Transformer Trainer valued at \$7,100.00

New AC/DC Trainer valued at \$12,000.00

New Motor Control Trainer valued at \$15,000.00

Books and learning material valued at \$500 per student (20@500=\$10,000.00)

Salary for the Instructor (that Clay County approves) valued at \$8,000.00

The ETA of JAX will not receive ANY good, services, or compensation from Clay County.

The ETA of JAX will not perform ANY work in and for Clay County for this Program.

At the completion of the program, Clay County retains all equipment and material.

Basically, the ETA of JAX want to donate \$75,600.00 to Clay County.

Please feel free to reach out to me if you have any questions.

ACE must coordinate with Property Control to identify all property of \$1000.00 

Danny Van Sickle

Training Director

4951 Richard Street

Jacksonville ,Florida

32207

904-737-7533

Memorandum of Understanding

Between

The School Board of Clay County/
Clay County Adult & Community Education (Clay ACE) and
Electrical Training Alliance of Jacksonville (ETAJ) for a
Post-Secondary Adult Education Pre-Apprenticeship

Recitals

WHEREAS Clay County Adult & Community Education program and ETAJ desire to promote the advancement of a registered electrical apprenticeship program that is beneficial to the respective institutions and that furthers the education of electricians in the community as a public good. This agreement creates a partnership to establish a program for supplemental instruction so that students enrolled in the Clay ACE HVAC/Electricity courses within Clay County Adult & Community Education may pursue mastery of the ETAJ curriculum in order to earn a preferred interview and advanced placement into the ETAJ apprenticeship program upon graduation or successful completion of the program.

Witnesseth

IN CONSIDERATION of the mutual objectives, the parties do agree as follows:

1. ETAJ's role as a Program Sponsor includes:
 - a. Provide an ETAJ Instructor for a total of 8 hours of Instruction any time during the school year as needed at the Clay ACE facility to support student learning goals.
 - b. Provide all consumable material used in "hands on" applications.
 - c. Agrees not to hold the Clay County School Superintendent, School Board, and school board employees harmless from any liability for injuries or damages that may arise from any accidents that may occur at the ETAJ facility.
 - d. Maintaining status as a registered apprenticeship program by the State of Florida Apprenticeship Registration Agency.
 - e. Give preference for Job Placement opportunities for each applicant upon completion of the program.
 - f. Complete administrative responsibilities within a timely manner, i.e., completion and submission of certification rosters, student's grades and other reports as assigned by Clay ACE.
2. The Clay ACE's role as the educational institution program includes the following program management and support responsibilities for the cohort of students choosing to pursue the ETAJ program:

- a. This volunteer cohort will follow ETAJ's course outcomes, grading scale, and meet the minimum seat time requirement for a First Year Apprenticeship level class.
 - b. Agrees to not hold ETAJ liable for any accidents that may occur at the Clay ACE.
 - c. Clay ACE will allow adult education students to enter the program.
 - d. Clay ACE will obtain an appropriate waiver and release of liability form all students in the program (off-campus form, etc.). The Waiver and Release of Liability will be executed by a parent, legal guardian of the student, or the adult education student.
3. It is understood the maximum class size will be 25 students.
4. ETAJ prefers students seek employment with our member contractors. They will strive to place students when positions are available.
5. Completion of the Program will consist of the First Year Curriculum that the ETAJX has submitted in its standards. This also includes the online and "hands on" parts of the National Electrical Certification Board First year final exam.
6. Completion of the program will result in a direct interview with the Trustees of the ETAJ Apprenticeship Committee. At that time, the student may apply for Advanced Placement into the 2nd year of ETAJ Apprenticeship.
7. Should the student be accepted into the apprenticeship, they will agree to adhere to all rules and policies of the ETAJ.
8. It is further understood that both parties will work towards a preeminent apprenticeship program. This may include the establishment of an Electrical Apprenticeship Certificate. ETAJ will provide successful students with a certificate at the end of the program.
9. ETAJ and Clay ACE acknowledge that the terms of the relationship, as described herein, may change from time to time.

IN WITNESS WHEREOF, both parties have executed this Memorandum of Understanding and the signatories on behalf of both parties acknowledge that they have authority from the respective entities to sign on their behalf.

On behalf of Clay County Adult & Community Education

Kristin Rousseau 02/29/2024
Kristin Rousseau (Feb 29, 2024 10:40 EST)

Kristin Rousseau, Supervisor Date

On behalf of the Clay County School District

David Broskie, Superintendent of Clay County Schools Date

On behalf of the School Board of Clay County

Ashely Gilhousen, Board Chair Date

Electrical Training Alliance of Jacksonville

Dan VanSickle 02/28/2024
Dan VanSickle (Feb 28, 2024 13:29 EST)

Daniel Van Sickle Apprenticeship Sponsor Date



Jacksonville Electrical Joint Apprenticeship and Training Committee

Memorandum of Agreement

Daniel “Danny” R. Van Sickle III
Training Director
dvansickle@etajax.org

The **Electrical Training Alliance of Jacksonville (ETAJ)** agrees to pay **Clay County Adult & Community Education (Clay ACE)** instructor salary 30 hours per month up to 6 months. ETAJ agrees to give Clay ACE the following:



ITEM	QUANTITY	COST	TOTAL
Transformer Trainer	1	\$7,116.92	\$7,116.92
AC/DC Trainer	1	\$12,840.00	\$12,840.00
Hands-On Motor Controls Trainer	1	\$16,050.00	\$16,050.00
Computer	10	\$1,070.00	\$10,700.00
Tool Bags	10	\$350.00	\$3,500.00
Book and online course enrollment	10	\$500.00	\$5,000.00
Instructor Salary	180 hours	\$45.02	\$8,103.60
Instructor, Social Security (6.2%)	N/A	N/A	\$502.42
Instructor, Medicare (1.4%)	N/A	N/A	\$113.45
Instructor, NEBF (3%)	N/A	N/A	\$243.11

Clay ACE agrees to inventory all books and equipment and keep records on file for auditing purposes.

Clay ACE agrees to teach 10 registered pre-apprentices at the **Adult Community Education Center** beginning in April 2024 and completing October 2024.

Dan VanSickle

[Dan VanSickle \(Feb 28, 2024 13:29 EST\)](#)

**Daniel Van Sickle, Training Director
Electrical Training Alliance of Jacksonville**

Kristin Rousseau

[Kristin Rousseau \(Feb 29, 2024 10:40 EST\)](#)

**Representative, Clay County Adult & Community Education
Kristin Rousseau, Supervisor ACE**

4951 Richard St. • Jacksonville, FL 32207 • Office: 904.737.7533 • Fax: 904.737.7534 • www.etajax.org

Registered Apprenticeship Since 1945









240120 Elec Training Alliance MOU with ACE - Copy

Final Audit Report

2024-02-29

Created:	2024-02-28
By:	Elaine Barton-Weeks (elaine.bartonweeks@myoneclay.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1NaQg2aUc0vkJo9luYIWvuFEzHdRZgqN

"240120 Elec Training Alliance MOU with ACE - Copy" History

-  Document created by Elaine Barton-Weeks (elaine.bartonweeks@myoneclay.net)
2024-02-28 - 3:42:07 PM GMT- IP address: 96.5.241.169
-  Document emailed to Dan VanSicle (dvansickle@etajax.org) for signature
2024-02-28 - 3:42:14 PM GMT
-  Document emailed to Kristin Rousseau (kristin.rousseau@myoneclay.net) for signature
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Signature Date: 2024-02-28 - 6:29:15 PM GMT - Time Source: server- IP address: 96.75.28.42
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Signature Date: 2024-02-29 - 3:40:54 PM GMT - Time Source: server- IP address: 142.190.93.82
-  Agreement completed.
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