

**AGREEMENT FOR EDUCATIONAL GOODS AND SERVICES BETWEEN  
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND  
LEARNING A-Z, LLC**

This Agreement (the "Agreement") is dated \_\_\_\_\_, 2021 (the "Effective Date") and is between The School Board of Duval County, Florida, a body politic and corporate ("District") and Learning A-Z, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Contractor"). The District and Contractor may be referred to singularly as a "Party" and collectively as the "Parties."

Whereas, the District is authorized to enter into this Agreement pursuant to Board Policy 7.70 and Rule 6A-1.012(11)(b), F.A.C.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Incorporation of Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.
2. Payment Terms. District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment shall be in accordance with applicable law. The District's maximum indebtedness to the Contractor for the Agreement shall not exceed \$259,520.00 and is inclusive of goods, services, costs and any Contractor's travel. The following shall govern the Contractor's delivery of the goods and the services:

A. Of the \$259,520.00 maximum indebtedness of the District set forth above, the amount not to exceed \$249,720.00 represents payment for the digital materials (the "goods"), as set forth in the Contractor's quote dated April 8, 2021 attached hereto and incorporated herein by this reference as Composite Exhibit A. The Contractor's digital materials shall be effective and fully functional for the District's access and use effective July 1, 2021 through June 30, 2022. All work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the goods by the District. In the case of any loss or damage to the work prior to the District's acceptance, such loss or damage will be Contractor's responsibility. If full delivery of accessible and functional digital materials is not completed by July 1, 2021, then the Contractor agrees that the amount due from the District will be reduced as follows: 1% if one (1) to five (5) business days late; or 5% if six (6) or more business days late. If, however, full delivery is not completed before July 24, 2021, then the District reserves all rights and remedies allowed by law for the Contractor's default, breach, violation or other failure to perform as agreed (including without limitation, cancelling the order without further liability to the Contractor and recovery of damages). The District's responsibility for payment of the goods commences upon the District's receipt and acceptance of all of the goods; it being understood that the District's implementation of its education program requires the District receive full and complete delivery of all of the goods.

B. Of the \$259,520.00 maximum indebtedness of the District set forth above, the amount not to exceed \$9,800.00 represents a payment of \$1,800.00 for 6 sessions of Professional Development Learning Modules for PLScs, \$8000.00 for 40 sessions of Professional Development Customized Webinar, and 30 complimentary program orientation onsite sessions, as set forth on the Contractor's quote and Professional Development Plan attached hereto and incorporated herein by this reference as Composite Exhibit A.

3. Federal Funds. The District may utilize federal funds for its payment pursuant to the Agreement; accordingly, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement the following in Composite Exhibit B, all of which shall be incorporated into the Agreement by this reference as: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. In addition to the foregoing, Contractor shall comply with the provisions of 2 CFR 200.322, effective November 12, 2020, which states that as appropriate and to the extent consistent with law, the Contractor should, to the greatest extent applicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States.

4. Representations by Contractor. Contractor represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement on behalf of Contractor is authorized to do so.

5. Risk of Loss. All work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by District. In the case of any loss or damage to the work prior to the District's acceptance, such loss or damage will be Contractor's responsibility. Delivery of any goods to the District pursuant to the Agreement must be by FOB destination.

6. Insurance. District certifies that it is self-insured pursuant to the provisions of §768.28(16), F.S., 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. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in the Agreement. District shall insure that Contractor receives immediate notification of reduction in or cancellation of coverage. Contractor agrees to maintain insurance coverage according to the types and levels of insurance set forth in Exhibit C to this Agreement.

7. Funding Out. Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

8. Confidentiality of Student Records. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

9. Term; Termination. The term of this Agreement commences on the Effective Date and ends June 30, 2022. The District reserves the right to terminate the Agreement at any time and for any reason upon giving thirty (30) days' notice to the Contractor. If said Agreement should be terminated for convenience as provided herein, the District will be relieved of all obligations under said Agreement. The District will be required to pay that amount of the Agreement actually performed to the date of termination.

10. Hold Harmless/Indemnification. Subject to the limitations of §768.28, Florida Statutes, the District agrees to indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the District arising out of or in connection with the provisions of this Agreement. Contractor agrees to indemnify, hold harmless and defend the District from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Contractor arising out of or in connection with the provisions of this Agreement. Except as otherwise provided by Florida Law, neither the execution of this Agreement by the District nor any other conduct, action or inaction of any District representative relating to the Agreement is a waiver of sovereign immunity by the District.

11. Governing Law/Venue/Attorneys' Fees. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue exclusively in Duval County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

12. No Third-Party Beneficiaries. 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. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. Employment Eligibility. Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to the following. For purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of Contractor's subcontractor(s):

(a) Beginning January 1, 2021, the District, the Contractor, and any of Contractor's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The District, the Contractor, and any of Contractor's subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) 1. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

2. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. The District, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall terminate the contract with the person or entity.

2. If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, then the District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

(d) The District, Contractor, or any of Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(e) If the District terminates the Agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.

(f) The Contractor is liable for any additional costs incurred by the District as a result of the termination of a contract.

14. Subcontractors. If Contractor is permitted to subcontract any of the work set forth in the Agreement, Contractor shall ensure that each subcontractor complies with all provisions of the Agreement. Contractor 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.

15. Entire Agreement. 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.

16. Public Records Laws. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.**

17. Indemnification for Copyright Infringement. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

18. Intellectual Property Rights – Use. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the District. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

19. Notices; Agency Administrator. 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 Contractor:  
Learning A-Z, LLC  
Amy Otis  
Vice President, Bids and Contracts  
17855 Dallas Parkway, Suite 400  
Dallas, TX 75287

If to District:  
The School Board of Duval County, Florida  
1701 Prudential Drive  
Jacksonville, Florida 32207  
Phone: (904) 390-2115  
Attn: Dr. Diana Greene, Superintendent

With copy to:  
Office of General Counsel  
c/o 1701 Prudential Drive  
Room 340  
Jacksonville, FL 32207  
Phone: (904) 390-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor 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. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services. For purposes of the District's representative for the day-to-day activities, the District's Administrator shall be:

Duval County Public Schools  
Attn: Brandie Berry, Director  
1701 Prudential Drive  
Jacksonville, Florida 32207  
(904) 390-7857

20. Non-Discrimination. Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor'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/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor 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/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, 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.

21. Severability. If any clause or provision of the Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of the Agreement shall not be affected thereby; and in lieu of each clause or provision of the which is illegal, invalid or unenforceable, there shall be added, as part of

the Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

22. Assignment. Neither the Agreement nor any portion thereof may be assigned by Contractor, in whole or in part, without the prior written consent of the District.

23. Survivorship. 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.

24. No Gifts or Contingent Fees. 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. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

25. Disclosure of Employment of Former District Employees. 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 contractor, 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 the Contractor'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, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

26. Jessica Lunsford Act. All District and Contractor 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 Contractor's expense. Contractor 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.

27. No Waiver. The failure of either party to enforce any provision of the Agreement will not constitute a waiver of future enforcement of that or any other provisions.

28. Force Majeure. The deadlines in this Agreement shall be equitably adjusted for force majeure events that are outside the reasonable control of the adversely affected party as set forth in this section. In order to implement the effect of this section, the party adversely affected by the force majeure event shall promptly advise the other party in writing as to occurrence of the force majeure event, the extent of the disruption caused by the force majeure event, and its probable effect on the Agreement. If, in the reasonable opinion of the other party, the disruption caused by the force majeure event is commensurate with the conditions established herein, then the timelines affected by the force majeure event will be adjusted on a day-for-day basis as measured by the duration of the force majeure disruption.

29. Publicity. Contractor shall not use the District’s name, logo or other likeness in any public event, press release, marketing materials or other public announcement without receiving the District’s prior written approval. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

30. Facsimile and Scanned Signatures. 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 undersigned have executed this Agreement as noted below.

**LEARNING A-Z, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attest:**

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

By: \_\_\_\_\_  
Dr. Diana Greene, Superintendent  
of Schools and Ex-Officio Secretary  
to the Board

By: \_\_\_\_\_  
Elizabeth A. Andersen, Chairman

Form Approved:

Approved by Board on June 1, 2021

By: \_\_\_\_\_  
Office of General Counsel



**COMPOSITE EXHIBIT A**



**Learning A-Z License Quote**

Date: 04/08/21

**Brandie Berry**  
Duval County Public School District  
1701 Prudential Drive  
Jacksonville, FL 32207

904.348.7857  
berryb@duvalschools.org

Thank you for requesting a quote from Learning A-Z, Brandie Berry!  
Your username is **bberry26**  
Your reference number is **9064305**.  
Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	Discounts	Final Cost
ReadingA-Z.com	Renew	1,200 classrooms, Start: 09/14/21 End: 06/30/22	\$117,996.00	-\$25632.00	\$92,364.00
Raz-Kids.com	New	1,457 classrooms, Start: 07/01/21 End: 06/30/22	\$171,926.00	-\$14570.00	\$157,356.00
Professional Development Learning Modules for PLCs	Training	6 sessions	\$1,800.00	-\$0.00	\$1,800.00
Professional Development Customized Webinar	Training	40 sessions	\$8,000.00	-\$0.00	\$8,000.00
Complimentary Program Orientation Onsite	Training	30 sessions	\$10,000.00	-\$10000.00	--

Final Cost	
Discount Amount:	<b>(\$40,202.00)</b>
Sales Tax:	<b>\$0.00</b>
<b>YOUR TOTAL COST:</b>	<b>\$259,520.00</b>

Promo Code: RAKRAZLoyalty21  
Approved By: Aaron Ingold on 04/08/2021

(\*) Taxes (if applicable) to be calculated at time of purchase.  
All prices are in U.S. dollars.  
This quote is valid until 12/31/21.  
Quoted prices are based on specified quantities and terms.



**Duval County Public Schools**  
Every Student. Every Day.

**Make the Greatest Impact with Your Learning A-Z Products**

**Professional Learning Options for Reading A-Z and Raz-Kids**

**2021-2022**

**Prepared by: Cristal Doherty**

**Field Account Executive  
Learning Services**

**[cristal.doherty@learninga-z.com](mailto:cristal.doherty@learninga-z.com)**

**Angela Romano**

**National Consultant, Professional**

**[angela.romano@learninga-z.com](mailto:angela.romano@learninga-z.com)**



## Professional Development Plan 2021

The Learning A-Z Professional Development team works alongside your district leaders to establish a strong start to every product, maintain momentum, and ensure that all teachers and students are progressing toward their goals. We want to give teachers the knowledge they need to understand and begin implementing all the components and content of their new program. This includes valuable support resources for instructional coaches, school administrators, and district leaders. School and district leaders can build knowledge and learn how to monitor implementation and coach teachers effectively.

### Professional Development Learning Outcomes

*Relevant Sustained      Collaborative      Practice-Based      Future-Focused      Challenging*

<b>District Administrator Outcomes or Objectives</b>	<p><b>Objective #1:</b> Needs Assessment to determine district goals, address teacher and student needs, and roll-out steps for initial professional learning.</p> <p><b>Objective #2:</b> To provide ongoing professional learning to build capacity with educators and impact student success.</p>
<b>School Administrator Outcomes or Objectives</b>	<p><b>Objective #1:</b> To introduce administrators to resource sites, highlight benefits for student population and teachers, outline district implementation plans, determine campus leads and specify steps for site level implementation of possibly paid services.</p> <p><b>Objective #2:</b> Provide quarterly data with suggestions to increase usage among teachers and students.</p>
<b>Teacher Objectives/Outcomes</b>	<p><b>Objective #1:</b> Teachers/Educators will participate in a 4 part <b>Product Orientation</b> Self-Learning Course to ensure a successful quick start. These program-based Getting Started courses will address student and teacher components, teaching with the program, and planning your first weeks of instruction.</p> <p><b>Objective #2:</b> Staff will build expertise with program content, strategies, and technology.</p>
<b>Notes</b>	

<b>Professional Development Plan 2021-2022</b>				
<i>Professional Development Suggested Plan (Complimentary - Included with Purchase)</i>				
<b>Activity</b>	<b>Description of Activity</b>	<b>Outcomes</b>	<b>Responsibilities</b>	<b>Time Frames</b>
<b>Administrators</b>				
<b>Overview of Product</b>	Provide principals with an overview and guide of product.	Principal will have knowledge of resources and uses of product.	Attend live web or recording.	1 - 45-60 minute live or recorded session (August/September)
<b>Teachers</b>				
<b>Product Orientation Raz-Kids (K-2) Reading A-Z (3-5)  (30 webinars) Complimentary</b>	New teachers/Advanced  K-2 3-5  Automated 4 part course Evaluation: Scavenger Hunts Quizzes and extension activity or Live Virtual Sessions	These program-based Getting Started courses will address student and teacher components, teaching with the program, and planning your first weeks of instruction.	Teachers will complete the 4-part course. LAZ will provide attendance and completion to district.	July/August
<b>Open Office Hours</b>	Teachers have the opportunity to log in to ask questions about product.	Teachers will gain a better understanding of content.	LAZ PD will set up and provide service.	Quarterly
<b>Newsletters</b>	Updates on new resources or product development.	Teachers have new resources each month.	District will send out to staff when received from LAZ electronically.	Monthly
<b>Task Cards</b>	Step by step guides determined during initial call	Teachers have 'on the spot' documents for further clarity of resources (ex. How to assign a Running Record.	District leaders and PD will determine the appropriate task cards for teacher use.	8 Task Cards
<b>Notes</b>				



<b>Professional Development Plan 2021-2022</b>				
<i><b>Fee Based Professional Learning Services Descriptions</b></i>				
<b>District or Campus-Based Instructional Coaches</b>				
<b>Activity</b>	<b>Description of Activity</b>	<b>Outcomes</b>	<b>Responsibilities</b>	<b>Time Frames</b>
<b>Professional Development Learning Modules (6 PLC's)</b>  <b>\$1800</b>	Learning A-Z offers comprehensive, ready-to-use <b>Learning Modules</b> designed specifically for delivery during your PLC meeting time. Each module incorporates a process of continuous improvement, focuses on a key ELA topic, and connects instructional best practices to Learning A-Z resources.	Empower your educators to collaborate, better understand student needs, improve instruction, and increase student success.	Professional Development Consultant will provide materials for PLC's.	Ongoing during school year – dates will be selected during the initial call.
<b>District Wide Teacher Support</b>				
<b>Activity</b>	<b>Description of Activity</b>	<b>Outcomes</b>	<b>Responsibilities</b>	<b>Time Frames</b>
<b>Customized Webinars (40 hours)</b>  <b>\$8,000</b>	Staff will participate in ongoing live or recorded webinar series to ensure understanding and knowledge of key digital resources and how to use them effectively to enhance and support their planning and instruction.	Build awareness of best practices, expose teachers to new knowledge, skills, and strategies.	District and PD will determine the content for the webinars.	Scheduled by district

**COMPOSITE EXHIBIT B - FEDERAL FORMS**

**FEDERAL REGULATORY COMPLIANCE STATEMENT**

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (DCPS) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by DCPS, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow DCPS to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to DCPS a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to DCPS a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to DCPS a federal drug free workplace certification form.
8. The Contractor agrees the DCPS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the DCPS may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

CONTRACTOR:   
PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

## DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

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

**As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.**

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE/DATE

\_\_\_\_\_  
NAME/TITLE

Name of Company: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.
  - B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.
  - D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company:



## **INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.
2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.
4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.
6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

**NON-COLLUSION AFFIDAVIT**

**State of FLORIDA**

**County of DUVAL**

I state that I am the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

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

NONE

I attest that \_\_\_\_\_, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

\_\_\_\_\_  
(Signature) (Date)

**EXHIBIT C**  
**Insurance Requirements**

A. **REQUIRED INSURANCE.** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall (and shall also require of any of its subcontractors), at their 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 the Agreement by the District and shall be maintained in force throughout the term of the Agreement.

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

a. The Contractor's insurance shall cover the Contractor (and to the extent its Subcontractors 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 (herein, the "State") 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, 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 the District, 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 the District, 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 coverage's 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

d. The Contractor may be relieved of providing Workers' Compensation coverage provided an exemption form is submitted from the State Division of Workers Compensation stating the Contractor is exempt from the insurance requirement under F.S. 440.

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

a. The Contractor'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 by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State, 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 the Agreement.

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

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

d. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in the 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 Contractor shall pay on behalf of the District or the District's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the District or the District's member, official, officer or employee for which the District or the District's member, official, officer or employee is insured as an additional insured.

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

a. The Contractor's insurance shall cover the Contractor 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 by ISO without any restrictive endorsements other than those which are required by the State, 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 the Agreement.

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

c. The limits to be maintained by the Contractor (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 the Agreement by the District and shall be maintained in force throughout the term of the Agreement. The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, and Business Auto Liability, the Contractor shall furnish the District 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 the District, 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 the District, identify the Agreement, and provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the Contractor shall furnish the District 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 the District and the District's members, officials, officers and employees as Additional Insured's in the Commercial General Liability coverage.

b. An original copy of the policy (or policies).

3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in the Agreement, the Contractor shall provide the District 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 the District, if requested by District, the Contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under the Agreement.

C. INSURERS QUALIFICATIONS/REQUIREMENTS:

1. Insurers providing the insurance required by the Agreement for the Contractor must either be:

a. Authorized by a subsisting certificate of authority issued by the State to transact insurance in the State, or

b. An eligible surplus lines insurer under State Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

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 the Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure; the Contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the Contractor shall be in default of the Agreement.

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

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

F. District Approval: Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by the Agreement.