

**AGREEMENT FOR
STUDENT RECRUITMENT SERVICES
BETWEEN
THE SCHOOL BOARD OF DUVAL COUNTY
AND CAISSA PUBLIC STRATEGY**

This Agreement ("Agreement") is made by and between the School Board of Duval County, Florida ("DCPS" or "District"), which has a principal address at 1701 Prudential Drive, Jacksonville, FL 32207 and **Caissa Public Strategy, LLC**, ("Contractor") which has a principal address at 5100 Poplar Avenue, Suite 1720, Memphis, TN 38157.

1. **TERM AND ALLOWABLE :RENEWALS.**

1.1. **Initial Term.** The initial term of this Agreement shall be for a period of twelve (12) months, commencing on July 1, 2021 (the "Effective Date") and continuing through June 30, 2022 (collectively, the "Initial Term").

1.2. **Renewal Term(s).** Upon termination of the Initial Term, Duval County Public Schools shall have the right to renew this Agreement in consecutive 12-month terms for a maximum of four (4) renewal periods (each a "Renewal Term"), subject to the terms and conditions in this Agreement. A Renewal Term shall be effective when evidenced by a written renewal notice executed by both Duval County Public School and Contractor.

1.3. **Agreement Term.** The time period between the Initial Term and any Renewal Term in effect, if applicable, shall be referred to herein as the "Term" of this Agreement. The Agreement expiration date shall be the ending date of the current Term in effect (the "Expiration Date").

1.4. **Termination.** Notwithstanding the foregoing, this Agreement may be terminated prior to the Expiration Date, as stipulated in Section 12, Termination, of this Agreement.

2. **APPROPRIATION AND ALLOTMENT OF FUNDS.** Performance by Duval County Public Schools under this Agreement may be dependent upon the appropriation and allotment of funds by the Florida State Legislature (the "Legislature") and/or allocation of funds by the Board of Duval County Public Schools (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board of Duval County Public Schools fails to allocate the necessary funds, then Duval County Public Schools will issue written notice to Contractor and Duval County Public Schools may terminate this Agreement without further duty or obligation under this Agreement. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Duval County Public Schools.

3. **DESCRIPTION OF GOODS/SERVICES.** Contractor will provide the following category of service(s) (Collectively the "Services"), which are further described in the Scope of Work, as defined in this Agreement:

3.1. Student Recruitment Services

4. **SCOPE OF WORK.** The Contractor agrees to furnish Services set forth in EXHIBIT A ("Scope of Work"), attached hereto by reference. Any additions, modifications, or omissions to any Services or the Scope of Work shall be witnessed by a written Amendment, as specified by the terms of this Agreement. In the event of conflict between the terms and conditions of this Agreement and the Scope of Work, the terms and conditions of the

Scope of Work shall prevail.

5. **COMPENSATION.** Duval County Public Schools will pay fee(s) to Contractor based on the **EXHIBIT B** ("Fee Schedule"), attached hereto and incorporated herein.

6. **PRICING.** Contractor's pricing as referenced in **EXHIBIT B** shall remain firm for the Initial Term of the Agreement.

6.1. Any request from the Contractor for price increases may only be considered at the contract renewal points, at which time such price increase requests shall be submitted by Contractor to District in writing along with proper justification for the requested price increase. Proper justification for price increases shall be limited to events arising within Contractor's service industry or within its organization which would have a significant, adverse effect on Contractor's ability to provide the Services under the terms of this Agreement. The District shall have the right to accept, negotiate, or reject any such price increase requests. In the event that the District and Contractor, subsequent to any negotiation attempts, cannot come to a mutual agreement regarding a price increase request, either party may terminate this Agreement pursuant to the Termination provisions of this Agreement.

7. **CONTRACTOR REPRESENTATIONS.**

7.1. **Qualified Personnel.** Contractor shall employ only orderly and competent workers, skilled in the performance of the services they will perform under this Agreement. Contractor represents that it possesses and will provide the necessary employees, agents, and/or subcontractors (collectively referred as "Personnel"), equipment, materials and supplies required to perform the Services covered under this Agreement, and, Contractor hereby affirms that such Personnel are qualified and possess any and all required licenses, permits, certifications, and skills necessary to perform the Services and shall maintain them during the term of this Agreement.

7.2. **Quality of Services.** Contractor represents that the Services will be performed in a professional and workman like manner, consistent with industry standards, and in accordance to any specifications or requirements stipulated in this Agreement.

8. **PERFORMANCE OF SERVICES.**

8.1. **Subcontractors.** If any services to be rendered by Contractor under this Agreement will be performed by independent agents or subcontractors acting on behalf of the Contractor (herein after referred to as "Subcontractors"), then Contractor must inform District of such Subcontractor relationship and shall describe the extent of the work to be performed by the Subcontractor in connection with this Agreement. Contractor shall disclose to District the name of the firm and/or individuals subcontracted and any other information the District may require, ensuring the Subcontractor is qualified to perform such services in connection with the Contract. Subcontractors shall operate under, and shall be bound by, the same terms and conditions of this Agreement. Compensation and supervision of Subcontractors shall be the sole responsibility of the Contractor. The District reserves the right to, at any time, to reject services provided by a Subcontractor and reserves the right to interview the Subcontractor prior to accepting any services from any Subcontractor.

8.2. **Compliance with Applicable Laws and Regulations.** Contractor and Contractor's Personnel providing

Services here under shall do so in compliance with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, and ordinances, including any and all applicable District policies, regulations, and procedures.

8.3. **Compliance with Duval County Public Schools Code of Conduct.** Contractor's Personnel may not use or possess any firearms, alcoholic or other intoxicating beverages, tobacco, illegal drugs or controlled substances while on the job or on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or illegal drugs or controlled substances on the job.

8.4. **Contractor Code of Ethics.** Contractors and Contractor's Personnel are prohibited from offering gifts or favors that could influence, or that could be perceived to influence, Duval County Public Schools employees to make purchases from the Contractor utilizing District funds.

8.5. The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any of Contractor's Personnel from any District facility if Duval County Public Schools determines, at its sole discretion, that doing so is necessary to maintain the safety, decorum, scheduling, and day-to-day operations of the District.

8.6. The manner in which the Services are to be performed, the numbers of employees, agents, or subcontractors, and the specific hours to be worked by Contractor to fulfill the obligations under this Agreement shall be determined by Contractor, except for certain services where Duval County Public Schools may specify minimum requirements in which case Duval County Public Schools will communicate such requirements to Contractor in writing. Duval County Public Schools will rely on Contractor to work as many hours deemed necessary and reasonable to fulfill Contractor's obligations under this Agreement.

8.7. In case of changes affecting project, scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Contractor shall promptly notify Duval County Public Schools of the identified changes and advise Duval County Public Schools of the recommended solution. Work shall not be performed on such changes without prior written authorization of Duval County Public Schools via an Amendment to this Agreement.

8.8. Acceptance by Duval County Public Schools of the work performed under this Agreement does not operate as a release of Contractor from such professional responsibility for the work performed.

8.9. **Performance Reviews.** The District reserves the right to require periodic performance reviews with the Contractor. These reviews may evaluate, at a minimum, the Contractor's ability to:

8.9.1. Perform the Services in a workman like and professional manner, and in accordance with any specifications and/or requirements stipulated in this Agreement;

8.9.2. Maintain accurate records of work performed in the District;

8.9.3. Issue accurate invoices for work performed in accordance with the prices and fees stipulated in this Agreement;
and

8.9.4. Provide services in a responsible and responsive manner, being able to meet the needs of the District in

accordance to the terms of this Agreement.

9. **DISTRICT CONTACT.** All work performed under this Agreement will be subject to the review, coordination, and approval of a District Contact(s). Unless and until a successor is appointed by Duval County Public Schools, the District's Contact(s) will be: Sharwonda Peek, Assistant Superintendent School Choice, Federal and State Compliance (peeks@duvalschools.org and Jacqueline Kelley, Director School Choice (kelleyJ@duvalschools.org 904-390-2933).
10. **AUTHORIZED METHOD OF ORDERING GOODS AND SERVICES.** Prior to Contractor initiating any services that are billable to the District in performance of this Agreement, Contractor shall receive a duly written and signed District Purchase Order ("Purchase Order"). Under no circumstances shall Contractor fulfill any services that are billable to the District without a Purchase Order. Contractor and Duval County Public Schools recognize that Contractor's Services will include the various engagements as defined in Section 3 ("Description of Services") of this Agreement. Therefore, Contractor shall obtain the approval of Duval County Public Schools prior to the commencement of any new service engagements. Contractor acknowledges that any services performed without prior receipt of a Purchase Order may result in non-payment for such services.
11. **PAYMENT TERMS AND INVOICING.** As allowed by Government Code 2251.021(b), payment terms for Services rendered by Contractor under this Agreement shall be Net 30 days from receipt of Contractor's invoice, and not exceed \$1,229,500.00.
 - 11.1. Any disputed charges shall be replied to in writing to Contractor no later than fifteen (15) business days from receipt of invoice, and Duval County Public Schools shall have the right to withhold payment of any invoice containing disputed charges until Contractor is able to justify such charges.
 - 11.2. Any invoices not paid by the 30th day of receipt of invoice shall accrue interest at a rate not to exceed that which is allowed by the State of Florida.
 - 11.3. Contractor invoices shall be itemized.

12. **TERMINATION.** Either party will have the right to terminate all or any undelivered portion of this Agreement as follows: (i) for convenience upon thirty (30) days' written notice to the other party, or (ii) for breach immediately upon the other party's default under this Agreement, so long as such party is provided with written notice and thirty (30) days in which to cure such default or breach to the reasonable satisfaction of the other party. The party terminating this Agreement will send the other party a "Notice of Termination" which will specify the basis for termination and the effective date of the termination.

12.1. Duval County Public School's responsibility under this Agreement will be limited to payment for only those Services performed prior to the effective date set forth in the Notice of Termination.

12.2. Under no circumstances will Contractor be entitled to payment for anticipated profits, unabsorbed overhead, or interest on borrowing by reason of such termination.

13. **RELATIONSHIP OF PARTIES.** It is understood and agreed that Contractor is an independent contractor and that neither it nor any employees (paid or volunteer) or agents contracted by it, or otherwise performing duties of Contractor, shall be deemed for any purposes to be employees or agents of Duval County Public Schools. This Agreement does not create a joint venture, business partnership, agency, franchise, or employment relationship, under Fla. law. Contractor shall remain solely responsible for their supervision, daily direction and control, payment, if any, of salaries (including withholding of income taxes and social security), worker's compensation, disability benefits and like requirements and obligations for its employees or agents, as applicable.

14. **TITLE AND RISK OF LOSS FOR GOODS PURCHASED.** Unless specified otherwise on the District's duly authorized Purchase Order or by other mutual written agreement executed by both parties, title and risk of loss for any goods purchased by the District in connection with this Agreement, if applicable, shall pass to Duval County Public Schools

(a) upon delivery to the ship-to location referenced on the Purchase Order ("Free on Board Destination" or "F.O.B. Destination") or (b) if Duval County Public Schools is unable to take delivery of the goods and requests that Contractor store the goods at a non-District facility authorized by Duval County Public Schools, then title and risk of loss for the goods shall pass as of the date of delivery to the storage facility.

15. **CONFIDENTIALITY.**

15.1. Contractor recognizes that Duval County Public Schools currently possesses, or may obtain in the future, the following types of information: inventions, machinery, products, prices, costs, discounts, future plans, business affairs, trade secrets, technical information, student records, copyrights and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Duval County Public Schools. Contractor agrees that Contractor will not at any time or in any manner, either directly or indirectly, use any Information for Contractor's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Duval County Public Schools. Contractor will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

15.2. To the extent that Contractor will be involved in the survey, analysis, or evaluation of students, incidental to this

Agreement, Contractor agrees to comply with all requirements of the Family Educational Rights and Privacy Act ("FERPA"). Furthermore, in the event that Duval County Public Schools is required to furnish information, Contractor shall furnish all such information and records to Duval County Public Schools and Duval County Public Schools shall have the right to release such information and records.

16. **CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
17. **TAX EXEMPTION.** As a political subdivision of the State of Florida, Duval County Public Schools is an exempt organization as defined by the Limited Sales Excise and Use Tax Act and as such is exempt from the payment of sales and use tax on materials and supplies used in the performance of this Agreement. Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies.
18. **BREACH.** No waiver of a breach of provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
19. **INSURANCE.** Contractor represents and agrees that is shall provide and maintain certain insurance as required by Duval County Public Schools, including, but not limited to, professional liability, general liability, automobile liability, and workers' compensation insurance in amounts that are satisfactory to Duval County Public Schools. Prior to the execution of the Agreement, Contractor shall provide to Duval County Public Schools original certificates of insurance indicating proof of any such required insurance. Contractor shall assure that Duval County Public Schools will receive written notice of at least thirty (30) days in advance of the effective date; of any reduction, modification, cancellation or termination of such insurance policies.
20. **INDEMNIFICATION/GENERAL LIABILITY.**
 - 20.1. Contractor agrees at all times to defend, indemnify, and hold harmless Duval County Public Schools, its trustees, officers, employees, and agents from and against any and all claims for damages for injuries and other losses, including costs and attorney's fees, resulting directly or indirectly from any act or omission of Contractor's officials, employees, agents, subcontractors or volunteers arising out of the performance of this Agreement, whether such claims are asserted before or after the termination of this Agreement.
 - 20.2. Duval County Public Schools does not waive or relinquish any immunity of defense on behalf of itself, trustees, officers, employees (paid or volunteer) and agents as a result of the execution of the Agreement and performance of the functions or obligations described herein.
21. **RESPONSIBILITY.** Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.
22. **ASSIGNMENT.** No assignment of this Agreement or of any duty or obligation of performance hereunder

shall be made in whole or in part by any party without the prior written consent of all parties hereto.

23. **MODIFICATIONS/AMENDMENTS.** This Agreement, its terms, covenants, and conditions may be modified only in writing and witnessed by an Amendment executed by both parties.
24. **GOVERNING LAW AND VENUE.** This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida, without regard to its conflict of laws rules. The parties' consent to the exclusive jurisdiction and venue of the courts of Duval County, Florida, for any action arising out of or relating to this Agreement.
25. **GENERAL CONDITIONS.** This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.
26. **WAIVER.** The parties have read this Agreement and agree to be bound by its terms. The parties further agree that this Agreement constitutes the entire and exclusive agreement of the parties and supersedes all previous communications, representations or agreements, either oral or written, between them. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration or modification is sought.
27. **SEVERABILITY.** If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention. If, however, the parties cannot agree on the revised language to make such provision legal, valid, and enforceable, then such provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions or this agreement shall remain in full force and effect.
28. **HEADINGS.** The headings used in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

IN TESTIMONY WHEREOF, having agreed to the foregoing terms and with the intention of being bound, the parties hereto have executed this Agreement as of the dates shown below.

CAISSA PUBLIC STRATEGY, LLC
(Contractor)

By: _____ Date: _____
Title: _____

DUVAL COUNTY PUBLIC SCHOOL

By: _____ Date: _____
Dr. Diana Greene
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: _____ Date: _____
Elizabeth Andersen, Chairman

Form Approved:
By: _____
Office of General Counsel

Exhibit A:

Scope of Work

Goals

The ultimate goal of the recruitment campaign is to substantially raise student enrollment. The retention campaign will be focused on keeping students from leaving DCPS. This will support the long-term sustainability of DCPS and ensure they are able to provide a high-quality education to all students.

Based on the data provided by DCPS, we will focus our efforts on the students who have left the school district, as well as use our own data to recruit students who have never been enrolled in an DCPS school. The retention campaign will also be focused on targeted schools assigned by DCPS.

The main focus for our recruitment campaign will include all potential students that would benefit from enrolling in DCPS from entry level students to high school students with no geographical exceptions. All students within district boundaries are eligible.

Recruitment Strategies

This plan will outline a campaign to recruit students to Duval County Public Schools. The campaign will focus heavily on grassroots and direct contact recruitment. Our team will recruit all students that are within the boundaries of DCPS from entry level students to high school students.

Our team is devoted to strengthening the message and values that derive DCPS, touting their reputation as the most sought-after school choice, and strengthening their standing as a successful, thriving business by bringing more revenue into the organization through the increase of more students. In sum, our goal for this plan is to create buzz, excitement, and an overall Sense of support that results in notable growth of enrollment in DCPS.

Discovery Phase

At the commencement of the contract, Caissa will begin a discovery phase with DCPS. The discovery phase will include evaluating or determining the following:

- Enrollment
- Micro-commitment forms
- Priority Targets
- Community and District Research
- Tracking Method
- Goals

Based on conversations with Duval County Public Schools, the Discovery Process has already begun.

Outreach Phase

All campaigns of this nature require a degree of flexibility. Based on the goals DCPS chooses we will implement all appropriate strategies that include but are not limited to the following elements:

- Live Calls
- Ground Teams
- Events
- Canvassing
- Mail
- Collateral
- Earned Media

Please note: Campaign elements may change throughout the duration of the campaign as ongoing evaluations are done to monitor effectiveness.

Timeline

The recruitment campaign will be running over a 12-month period from July 1, 2021 until June 30, 2022. A specific timeline for this campaign will be made with DCPS leadership as a part of the discovery phase, but the purpose of this proposal is to recruit students through the 2021-22 school year.

We will be able to start our recruitment efforts within 7-10 days of a signed contract with DCPS. We will work with the district and local community members to find out which vehicles will be most effective in recruiting students to DCPS. After those vehicles are identified, recruitment will begin immediately. We will hire local staff from organization “I’M A STAR, MY VILLAGE”, and other similar organizations to integrate with Caissa K12 to recruit students.

Tracking Phase

Caissa K12 will provide student tracking software that DCPS can view throughout the campaign. The tracking software will be utilized by Caissa K12, The Grassroots Team, and DCPS’s enrollment team to track all enrollment numbers as well as the enrollment hand-off.

Hand-Off Process

Caissa K12 will enter every child who has filled out a micro-commitment form into our student tracking software. Once enrollment opens for the upcoming school year, this software will notify DCPS of which students to expect to complete the online enrollment process. If there is a barrier to enrollment (missing paperwork, family didn’t show, etc.) DCPS will notify Caissa through the software that there was a barrier. Caissa K12 will then reengage the family until enrollment is complete. DCPS will be required to notify Caissa within 15 days of a student being entered into the system if there is a barrier to enrollment. If Caissa K12 is not notified within 15 days, Caissa K12 will receive credit for that student.

This tracking software will allow DCPS and Caissa K12 to work together to make sure all families engaged have the necessary resources to enroll in DCPS.

Retention Program Training

Student Retention Program Training

This training will outline a campaign to retain current students at Duval County Public Schools. The campaign, similar to the recruitment campaign, will focus heavily on grassroots, direct contact retention efforts.

Our team is devoted to making sure students stay at DCPS. We will accomplish this by using training DCPS proven methods to make it an easy decision to return the DCPS for the following school years.

Discovery Phase

At the commencement of the contract, Caissa will begin a discovery phase with DCPS.

The discovery phase will include evaluating or determining the following:

- Priority Schools
- Micro-commitment forms
- Community and District Research
- Goals

Based on conversations with Duval County Public Schools, the Discovery Process has already begun.

Outreach Phase

A retention campaign requires the use of all strategies to be able to contact every parent.

Based on the goals DCPS chooses we will train DCPS how to implement all strategies that include but are not limited to the following elements:

- Live Calls
- Ground Teams
- Coaching Session
- Events
- Canvassing
- Mail
- Collateral

We understand that a parent's relationship with their child's teacher or administrator is very telling of satisfaction with the district. This district level retention program training will give DCPS the tools necessary to run a district wide retention campaign focused on keeping families with DCPS

throughout the school year. The retention program will be a top-down training tool centered around best practices related to customer service.

The techniques learned here will allow DCPS to increase student retention year over year while reducing the number of students that leave to alternative school options. This proactive engagement tool allows the district the opportunity to address concerns from families within the DCPS footprint prior to leaving the district.

During our training process DCPS administration will learn the following:

- Knowing and understanding common barriers to enrollment and/or attendance
- Having patience and empathy when dealing with families
- Having comprehensive knowledge of the school's enrollment process and being able to direct a parent to correct outlet
- Ability to utilize positive language and communicate effectively
- Developing persuasive thinking and speaking habits

We will utilize in-person training when appropriate and utilize virtual training when necessary to facilitate larger staff for the sake of time.

Day 1

Training the Trainer

Caissa K12 will train staff on good customer service and how this can affect student recruitment and retention. DCPS Administration and Staff will develop personal tools that will prepare and build their skills for communicating.

- How to avoid common errors often made when dealing with parents
- How to deal with hard situations
- Analyze problems
- Increase customer service skills

- Different Practices and Techniques
- Developed persuasive thinking and speaking habits

Day 2

Grassroot Operations

This will illustrate how to build a strong grassroots student retention operation.

Remote Operations (Half of Day)

- Live calls
- Emails
- Text Messages
- Eblast
- Events

Ground Operations (Half of Day)

- Door to Door due to no answers or phone being disconnected
- Libraries
- Grocery Stores - Events

Day 3

Tracking

Most people consider the tracking phase the most important phase, in the recruitment and retention process. In order to determine the most effective vehicles in increasing enrollment, the district must have a mechanism to track results. The tracking includes the following: - The importance of tracking activities

- How to determine if you're achieving success by tracking your progress
- The difference between tracking student micro-commitments and those who have enrolled
- Types of Tracking Software available

Safety Protocols that would adhere to both Caissa K12 and DCPS during training:

- Wear a mask that covers your nose and mouth to help protect yourself and others - Stay 6 feet apart from others who don't live with you
- Wash your hands often with soap and water. Use hand sanitizer if soap and water aren't available

**Needs
Assessment &
Customer
Service
Training**

Needs Assessment & Customer Service Training

In order to facilitate good relationships between faculty and families, Caissa K12 offers customer service training to aid in recruitment and retention campaigns. Focusing on principals and their selected staff, Caissa K12 will work to develop healthy habits and behaviors when dealing with new and existing families. We understand that a parent's relationship with their child's teacher or administrator is very telling of satisfaction with the district.

We will focus our initial efforts on Principals selected from our needs assessment analysis that show the most need for this particular training. Caissa K12 will analyze all the schools in the district and prioritize those schools that should receive this training first. This protocol of great customer service provides a roadmap for guardians to successfully enroll or keep their child enrolled at the district.

During our training process principals and their staff will learn the following:

- Challenges faced by families when they first arrive on campus
- Registration and enrollment issues commonly faced
- Common customer service obstacles faced by families
- Best practices to deal with unruly parents/caregivers
- Train your staff to develop persuasive thinking and speaking habits
- Identify families that are considering leaving and how to retain them
- Utilize effective tours to increase enrollment

We will utilize in-person training to conduct this training and DCPS will provide the necessary space to accommodate 50 district staff per session.

Training the Trainer (Principal and their executive team)

Caissa K12 will train staff on good customer service and how this can affect student recruitment and retention. DCPS Administration and Front desk staff will develop personal tools that will prepare and build their skills for communicating.

- How to avoid common errors often made when dealing with parents
- How to deal with hard situations
- Analyze problems
- Increase customer service skills
- Different Practices and Techniques
- Developed persuasive thinking and speaking habits

Exhibit B:

Pricing

STUDENT RECRUITMENT CAMPAIGN - Per Student Pricing

TOTAL BUDGET DETERMINED PER STUDENT RECRUITED AS NOTED BELOW

Number of Students	
<u>Recruited</u>	Per Student Cost
(Flat Fee)	\$595.00 (The district will allow Caissa K12 to recruit 2000 students)
Project Total Cap	\$1,190,00.00

Student Recruitment Cost Breakdown	Percentage Cost
Tasks	8%
Training Grassroots Team - Includes wages, bonuses for team members and Trainers	10-25%
Team Support Material - Tracking software, GPS trackers, route mapping, phones, grassroots implementation materials (Call banking list, walking lists, advertising, event materials).	50-60%
Payroll and Wages*, including field team leads and staffers, and project lead, data recorders and all associated taxes burden and benefits where applicable.	5-10%
Field Team Members (includes travel and meals).	2%
After Action Review and Final Reporting Meetings with District	5%
Overhead - Insurance, Risk Management, Background Checks and On-boarding of Team Members	10%
Administrative Costs and Profit	
TOTAL	100%

STUDENT RETENTION PROGRAM TRAINING – 2.5 DAY TRAINING	
IN PERSON TRAINING FOR UP TO 50 PEOPLE	
Student Retention Program Training – 2.5-day training	
TOTAL	\$20,500.00*
*Price includes travel and hotel.	

NEEDS ASSESSMENT & CUSTOMER SERVICE TRAINING	
Discovery Phase	
Needs Assessment Analysis & Prioritization of Schools Customer Customer	
Service Training	
Service Training for Principals & Selected Staff (MAXIMUM OF 50 PEOPLE PER SESSION – 4 HR SESSION)	\$11,000.00 \$4,000.00/per session*
*To guarantee this pricing we must do 4 sessions over a two-day period. This price includes travel and hotel.	

***Contract cannot exceed \$1,229,500.00**

EXHIBIT C
STANDARD CONTRACT ADDENDUM

This Standard Contract Addendum (“Addendum”) is between The School Board of Duval County, Florida, a body politic and corporate, (“District”) and Caissa Public Strategy, LLC (“Contractor”). The District and Contractor may be referred to in this Addendum singularly as a “Party” and collectively as the “Parties.

Recitals, Background and Purpose

This Addendum is to be attached to, and incorporated by reference, into that certain Agreement for Student Recruitment Services between between the Parties dated effective July 1, 2021 (“Agreement”); and,

The District is authorized to enter into the Agreement and this Addendum for professional and educational services pursuant to Board Policy 7.70 and Rule 6A-1.012(11)(a), F.A.C., and Notwithstanding anything in the Agreement to the contrary, if there is any conflict or contradiction between the provisions of the Agreement and those in this Addendum, THIS ADDENDUM WILL CONTROL and Contractor waives any claim to the contrary.

NOW, THEREFORE, in consideration of the covenants set forth in this Addendum, 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 under this Agreement and/or this Addendum shall not exceed \$1,229,500.**
3. **Federal Requirements.** The District may utilize federal funds for its payment pursuant to the Agreement; accordingly, if requested by the District, the Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the Agreement by this reference and are attached as Exhibit D to the Agreement: (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.
4. **Representations by Contractor.** If Contractor is a business entity, it 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 and this Addendum on behalf of Contractor is authorized to do so.

5. **Travel Expenses.** The District will not be responsible for payment of any travel of Contractor.
6. **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.
7. **Insurance.** Contractor agrees to maintain insurance coverage according to the types and levels of insurance set forth in Exhibit E of the Agreement.
8. **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.
9. **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.
10. **Term; Termination.** The term of this Agreement shall be in accordance with paragraph 1 of the Agreement.
11. **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 Addendum or the 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.
12. **Governing Law / Venue / Attorneys Fees / No Arbitration.** This Addendum and the Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Addendum or the Agreement is subject to the laws of Florida, venue lying exclusively in the jurisdictional court 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 Addendum or the Agreement. In the event of any dispute, the parties waive any provision requiring arbitration.
13. **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

Addendum or the 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.

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

15. **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 and this Addendum. 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. It is the policy of the District that directly negotiated contracted services authorized by District Policy 7.41 shall not be brokered. Specifically, the Contractor must perform at least fifty percent (50%) of the services to be provided to the District in lieu of said services being provided by any subcontractor(s). Inasmuch as this Agreement is authorized by the District to be signed pursuant to Policy 7.41, the Contractor represents and warrants to the District that at least fifty percent (50%) of the services to be provided under this Agreement will be provided directly by the Contractor.

16. **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.

17. **Public Records Laws**

This Agreement and this Addendum 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.

To the extent that either party asserts that any of its Proprietary or Confidential Information is protected against disclosure as a proprietary, confidential, trade secret pursuant to sections 812.081(1)(c), 815.045 and 812.081, Florida Statutes, then such party agrees to add the following language (hereinafter referred to as the "Legend") on every page of its Confidential Information provided to the other party: "This information is confidential trade secret information exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution pursuant to Sections 815.045 and 812.081, Florida Statutes."

18. **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.

19. **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.

20. **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:
Caissa Public Strategy, LLC
Attn: President or CEO
5100 Poplar Avenue, Suite 1720
Memphis, TN 38137

If to District:
The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Attention Superintendent: Dr. Diana Greene

With copy to:
Office of General Counsel
c/o 1701 Prudential Drive
Jacksonville, FL 32207
Room 653
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 as follows: 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. 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: Sharwonda Peek
Asst. Superintendent, Office of School Choice
4037 Boulevard Center Drive, 1st Floor
Jacksonville, FL 32207
(904) 390-2933

21. **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, 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. 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, 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.

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

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

24. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement or Addendum, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement and this Addendum.

25. **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 and/or this Addendum. 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.

26. **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.

27. **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, 1012.465, 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 DCSB hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

28. **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.

29. **Facsimile and Scanned Signatures.** This Agreement may be signed via counterpart and facsimile or scanned signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original agreement. This Addendum and the 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 Addendum and Agreement.

29.

30. **Employment Eligibility Verification.** The parties agree to comply with their respective obligations as set forth in section 448.095, Florida Statutes.

COMPOSITE EXHIBIT D
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: Caissa Public Strategy, LLC, a limited liability company

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: Caissa Public Strategy, LLC, a limited liability 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: Caissa Public Strategy, LLC, a limited liability 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 Caissa Public Strategy, LLC, a limited liability company, 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) Caissa Public Strategy, LLC, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that Caissa Public Strategy, LLC 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 E
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 and by executing the form attached and incorporated herein in Exhibit E-1.

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

4. Professional Liability. The professional liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The professional liability insurance shall be on a form acceptable to the District and shall apply to those claims which arise out of Services performed by or on behalf of the Contractor pursuant to the Agreement which are first reported to the Contractor within four years after the expiration or termination of the Agreement.

b. If the insurance maintained by the Contractor also applies to services other than Services under the Agreement, the limits of insurance maintained by the Contractor shall not be less than \$1,000,000 per claim/annual aggregate. If the insurance maintained by the Contractor applies exclusively to the Services under the Agreement, the limits of insurance maintained by the Contractor shall not be less than \$1,000,000 per claim/annual aggregate.

c. Except as otherwise specifically authorized in the Agreement, the insurance may be subject to a deductible not to exceed \$15,000 per claim.

d. The Contractor shall maintain the professional liability insurance until the end of the term of the Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of the Agreement which are reported to the Contractor or the insurer within four years after the expiration or termination of the Agreement.

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, Business Auto Liability, and Professional 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.

EXHIBIT E-1
INDEPENDENT CONTRACTOR - WORKERS COMPENSATION ACKNOWLEDGEMENT

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

1. The undersigned is not an "Employee" as defined under Chapter 440 of the Florida Statutes describing the workers compensation laws of Florida. The parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. The undersigned maintains a separate business with its own work equipment, material, and accommodations.
3. The undersigned has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. The undersigned receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. The undersigned holds at least one bank account in the name of the undersigned business entity for the purposes of paying business expenses or other expenses related to the services rendered or work performed for the District.
6. The undersigned performs work or is able to perform work for entities other than the District at the undersigned's election without the necessity of completing an employment application or process.
7. The undersigned receives compensation for work or services rendered on a competitive-bid basis or completion-of-task basis or set of tasks as defined by a contract, unless a contractual agreement expressly states that an employment relationship exists.
8. The undersigned either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
9. The undersigned has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
10. I have had an opportunity to review this acknowledgement and consult with an attorney before signing same. I am freely and knowingly signing this acknowledgement on the date indicated below.
11. I understand that the District is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the District entering into an independent contractor relationship with me.

Independent Contractor

Signature
Name: _____
Title: _____

Date: _____