

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 220140  
 Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:

[Redacted]

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

Date Submitted: 5/11/22

Name of Contract Initiator: Laura Fogarty

Telephone #: 904-336-6513

School/Dept Submitting Contract: Climate & Culture

Cost Center # 9004

Vendor Name: 7 Mindsets Academy, LLC

Contract Title: 7 Mindsets School License & Professional Development Agreement

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # 210119

Contract Term: 22-23SY

Renewal Option(s): yes

Contract Cost: \$192,300.00

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # 100-6100310-9004-1173-0000-000-0

Funding Source: Budget Line # \_\_\_\_\_

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

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

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- Completed Contract Review Form
- SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- SIGNED Addendum A (if not an SBAO Template Contract)\*

\*This Statement MUST BE included in the body of the Contract:

*"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*

- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

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

COVID-19 Waiver (If Applicable)

Release and Hold Harmless (If Applicable)

RECEIVED  
MAY 17 2022  
PURCHASING

RECEIVED  
5/18/2022  
SBAO

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <i>B78</i>	<i>Software, Training 6A-1.012(1b)</i>
Review Date <i>5/17/22</i>	<i>Same as prior year contract</i>
School Board Attorney <i>JTB</i>	
Review Date <i>5/18/22</i>	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> <b>APPROVED</b> <i>[Signature]</i> DATE: <i>5-18-22</i>



## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This CONTRACTOR Services Agreement ("Agreement") is made as of the effective date set forth below, by and between the SCHOOL BOARD OF CLAY COUNTY, Florida (hereinafter referred to as "SBCC"), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 900 Walnut Street, Green Cove Springs, Florida 32043 and 7 Mindsets Academy, LLC (hereinafter referred to as "CONTRACTOR"), whose principal place of business is 60 King Street Roswell, GA 30075.

WHEREAS, the SBCC is engaged in the activity of providing educational opportunities to children; and

WHEREAS, CONTRACTOR has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the SBCC is interested in procuring the services and/or products of CONTRACTOR, as best fits the needs of the school district as determined by the SBCC; and

WHEREAS, CONTRACTOR desires to provide their services and/or products to the Clay County District Schools School/Department,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TO the SBCC described in Attachment A, "Scope of Services and/or Products," which is attached hereto and incorporated herein.

1. The Company, Vendor, Agency, or Consultant, of Contract for Goods and Services, hereafter collectively and individually referred to as the "Contractor".
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
  - a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
  - b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law [accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
  - c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.
3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.

4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.
5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.
6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.
7. Method of Payment: Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
  - a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
  - b. Services and/or Products, as authorized by and listed in Attachment A, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
  - c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable SBCC policies.
  - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
  - e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.
14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.
18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to Clay County District Schools website for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.
20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

<u>General Liability Policy:</u>	<u>Auto Liability Policy:</u>	<u>Worker's Compensation Policy:</u>
\$1,000,000.00 per occurrence	\$1,000,000.00 combined single limit	\$100,000
\$2,000,000.00 aggregate	\$5,000,000.00 (if charter or common carrier)	<i>*Exempt, need signed WCAF</i>

*\*If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC 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 personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
- Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119,
  - Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
  - Ensure all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
  - Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
  - The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their

employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):

- a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
- b) CONTRACTOR that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: [PRR@myoneclay.net](mailto:PRR@myoneclay.net)

- 25. Government Funding: Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 4.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2 : (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest,

SBCC'S Representative with CONTRACTOR is: Laura Fogarty

School/Department Name: Climate and Culture

Mailing Address: 900 Walnut Street Green Cove Springs, FL 32043

Phone #: 904-336-6513 Email Address: Laura.fogarty@myoneclay.net

**Accepted and Agreed to:**

**SCHOOL BOARD OF CLAY COUNTY**

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

Print Name: Mary Bolla

Title: Clay Co School Board Chair

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

**CONTRACTOR**

By: Emily K O'Rourke

Print Name: Emily O'Rourke

Title: Controller

Date: 05/16/2022

Attachment A

SCOPE OF SERVICES AND/OR PRODUCTS

1. **Description of Services and/or Products** (If sufficient space is not available on Attachment A, CONTRACTOR may provide information and append it to the Agreement as Attachment A-1, Attachment A-2, etc)

Please see Attachment A-1

2. **Term:**

The term of this Agreement shall commence on July 1, 2022 and continue until June 30, 2023, unless earlier terminated as set forth in Agreement.

3. **Fee:**

The CONTRACTOR shall provide services and/or products described in Attachment A, at the rate of \$192,300.00 (Hour Rate (cost per hour) / Fixed Fee (includes direct and indirect costs) / Flat Rate (cost for scope of work) / etc). The total compensation under this agreement shall not exceed \$ 192,300.00 \* See quote Mini Licenses may Upgrade.

Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "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. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. 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. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor 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. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: 7 Mindsets Academy LLC

Signature of Authorized Representative: *Emily O'Rourke*

Printed Name of Authorized Representative: Emily O'Rourke

Title of Authorized Representative: Controller

Date: 05/16/2022



## Exhibit # 2 (a)

### EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200**

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29**

## EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

**(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236).** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

**(I) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

**EDGAR CERTIFICATIONS (continued)**

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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**RECORDS ACCESS AND RETENTION**

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Records Access (34 CFR 80.36 (l)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

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**RECOVERED MATERIALS**

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Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name: 7 Mindsets Academy LLC  
Signature of Authorized Representative: *Emily K O'Rourke*  
Print Name of Authorized Representative: Emily O'Rourke

**Exhibit # 2 (b)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

*This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Instructions for Certification:**

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
  - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for 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 government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
  - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: 7 Mindsets Academy LLC  
Emily O'Rourke \_\_\_\_\_  
Printed Name  
Signature: Emily K O'Rourke \_\_\_\_\_

Controller \_\_\_\_\_  
Title of Authorized Representative  
Date: 05/16/2022 \_\_\_\_\_

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

**IDENTICAL TIE BIDS** – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish 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 what shall be taken against employee for violations of such prohibition.
2. Inform 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. Give 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), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.

I certify that this firm complies fully with the above requirements.

**CONTRACTOR NAME:** 7 Mindsets Academy LLC

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Emily O'Rourke  
(Printed Name)

*Emily K O'Rourke*  
(Signature)

Controller  
(Title)

05/16/2022  
(Date)

**Exhibit # 2 (d)**

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA       )  
COUNTY OF CLAY       )

My name is (*INSERT NAME* Emily O'Rourke). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

- 1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.
- 2) Neither the final nor approximate prices or amounts offered 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) (*INSERT NAME OF COMPANY* 7 Mindsets Academy 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 (*INSERT NAME OF COMPANY* 7 Mindsets Academy LLC) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

**CONTRACTOR NAME:** 7 Mindsets Academy LLC

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Emily O'Rourke  
(Printed Name)

*Emily K O'Rourke*  
(Signature)

Controller  
(Title)

05/16/2022  
(Date)

Exhibit # 2 (e)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND  
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.

*Amily K Okance*  
Signature

7 Mindsets Academy LLC  
Company Name

# 7 MINDSETS

Teaching Mindsets. Changing Lives.

7 Mindsets Academy, LLC  
60 King Street  
Roswell, GA 30075  
(678) 878-3144  
www.7mindsets.com  
QUOTE

Quote Number 00002955

Quote Date 5/8/2022

Prepared By Christine Post

Email chris@7mindsets.com

Phone (770) 235-3971

**CONTACT INFORMATION**

Contact Name Laura Fogarty

Email laura.fogarty@myoneclay.net

Prepared For: Clay County District Schools

Billing Address  
900 Walnut St  
Green Cove Springs, FL 32043  
United States

**Notes**

Quote Notes:

Notes:

TOTAL CONTRACT AMOUNT;

\$192,300

DISTRICT SELECT price reflects \$18,000 credit from 2021-22 contract

District SELECT includes Change Management strategy planned, implemented and guided with District

• District Interviews/discussion

• Data analysis (tracking against district goals/strategies)

• Implementation plan with written goals/strategies and check-ins recorded and shared

• Dedicated Coach meets w/ District SEL team; determines ongoing support plan with District team based on needs

★ Individual schools with MINI licenses may upgrade to SELECT at a set fee of \$3,700

School SELECT schools include:

Assigned 7 Mindsets coach - 3 Consultations at strategic points throughout the year with assigned 7 Mindsets' coach

Key Milestones communications from Partner Engagement

Additional Professional Development Event/coaching

**Terms**

License Start Date 7/1/2022

License End Date 6/30/2023

Product	Product Description	List Price	Sales Price	Quantity	Total Price
District SELECT B - Renew	Full Access to 7 Mindsets Online Courses and Resources for District Personnel; Life Skills & Conflict Resolution coaching for district implementation and rollout - Ongoing district support	\$25,000.00	\$7,000.00	1.00	\$7,000.00
SELECT 1- Renew	Full Access to 7 Mindsets Online Curriculum and Resources, Adult SEL Virtual Professional Development Sessions, Implementation Coaching and Support	\$10,000.00	\$7,500.00	15.00	\$112,500.00
SELECT Mini- Renew	Full Access to 7 Mindsets Online Curriculum and Resources, shared Virtual Professional Development Sessions, ongoing support	\$3,700.00	\$2,800.00	26.00	\$72,800.00
Subtotal		\$192,300.00			
Grand Total		\$192,300.00			



**SELECT** applies to the following School(s) or Group(s)

**License** applies to the following School(s) or Group(s)

## Product Terms & Definitions

### SELECT Terms

7 Mindsets SELECT Program *means*; Training, Annual Full School Site License to online portal, Consulting, Professional Development, Implementation and Support Services.

7 Mindsets SELECT scope includes onsite events to be determined during initial discovery process. Needs analysis, customized implementation planning, ongoing coaching and support plan are all included.

SELECT Program services delivered pursuant to License Start and End Dates listed in the above terms.

### License Terms

License to 7 Mindsets Online Portal *means* access to all Student and Educator Curriculum (Self-Paced, and Facilitated Group Modules), Resource Hub, Leadership Zone, Parent Resources, and all supporting materials.

7 Mindsets online portal may be accessed at [www.7mindsetsportal.com](http://www.7mindsetsportal.com). Renewal notification details will be sent sixty (60) days prior to License End Date. Invoices will be generated within thirty (30) days of License End Date.

### Professional Development Terms

7 Mindsets Professional Development means Onsite and/or Virtual Training and Implementation Services. Scope and delivery date(s) to be determined during initial discovery process, unless previously agreed upon and referenced in Notes section above.

Complete License Terms and Conditions may be found in the Master Subscription Agreement at [7mindsetsportal.com/agreement.pdf](http://7mindsetsportal.com/agreement.pdf)

### Purchasing Terms

Purchase Orders (PO) may be sent directly to [orderprocessing@7mindsets.com](mailto:orderprocessing@7mindsets.com) or faxed to (678) 550-9750. If applicable, please include current tax exempt form.

 a Purchase Order (PO) is  required, please *Sign Below* and an invoice will be generated and sent via email.  
Invoice Instructions

School or District: Clay County District Schools

Attention: Accounts Payable

Special Instructions (Reference PO or Requisition Number, etc):  
\_\_\_\_\_

Email: accountspayable@myoneclay.net

### Customer Approval

Upon signature by Customer and submission to [orderprocessing@7mindsets.com](mailto:orderprocessing@7mindsets.com), the Customer acknowledges and accepts the terms of this order, pricing, applicable training dates and deliverables. All billing pertaining to this order form will contain the pricing and payment terms listed above.

Printed Name Mary Bolla  
Title Clay Co School Board Chair

Signature \_\_\_\_\_

Date \_\_\_\_\_

*Emily O'Rourke*

Emily O'Rourke, Controller  
7 Mindsets Academy LLC

05/13/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/09/2021

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

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

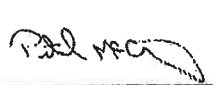
<b>PRODUCER</b> Sterling Seacrest Pritchard P O Box 724137  Atlanta GA 31139	<b>CONTACT NAME:</b> Tammy Klmbrough <b>PHONE (A/C, No, Ext):</b> (678) 419-5349 <b>E-MAIL ADDRESS:</b> tkimbrough@sapins.com	<b>FAX (A/C, No):</b> (678) 809-3233
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 7Mindsets Academy, LLC, 7Mindsets, LLC, 7 Mindsets Holdings, LLC 7 Mindsets Intermediate II LLC, 7 Mindsets Intermediate I LLC 60 King Street Roswell GA 30075	<b>INSURER A:</b> Travelers Property Casualty Insurance Company of <b>NAIC #</b> 38161	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 21/22 COI Master      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADJL	SUBR	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y		ZLP-91M69117-21-15	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BA-9K471155-21-15-G	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					CUP-9K472613-21-15	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Technology Professional/Cyber Liability					ZPL-15T62290-21-15	09/01/2021	09/01/2022	Each Wrongful Act 1,000,000 Aggregate 1,000,000 Retro Date: 9/1/2016

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
School Board of Clay County, Florida is included as an additional insured as respects to General Liability, when required by written contract.

<b>CERTIFICATE HOLDER</b>  Clay County District Schools 900 Walnut Street  Green Cove Springs FL 32043	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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SUBJECT TO THESE SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS, 7 MINDSETS AND CUSTOMER WISH TO ENTER INTO THIS AGREEMENT PURSUANT TO WHICH 7 MINDSETS WILL DELIVER THE MINDSET ACADEMY CLASSROOM PORTAL AS SPECIFIED IN MORE DETAILS ON AN ORDER FORM OR PRICE QUOTE (TOGETHER, THE "AGREEMENT").

## 1. DEFINITIONS.

"Authorized Users" means individuals who are authorized by Customer to use the Mindset Academy Classroom Portal for which Customer has paid a subscription fee and who have been supplied log in credentials by Customer or by Us at Customer's request. Authorized Users may include but are not limited to Customer employees, parents, consultants, contractors and agents whom Customer permits to access and use the Service subject to these Terms and Conditions as well as subject to the 7 Mindsets Terms of Use and 7 Mindsets Privacy Policy which can be found [here](#) and [here](#) respectively.

"Service" means the online, mobile and Web-based applications of the Mindset Academy Classroom Portal found at [www.7mindsetsportal.com](http://www.7mindsetsportal.com) and all content in the Portal including designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the "7 Mindsets Materials") provided by 7 Mindsets for access by the Authorized Users via a unique code provided to the Customer as part of this Agreement.

"Customer" "You" or "Your" means the School, School District, or other legal entity on whose behalf you are accepting this Agreement and purchasing a subscription to the Service.

"Customer Data" means the first name, last name, user name, passwords, or other log-in information used to access the Service. Customer Data may also include any data which may be uploaded or submitted into the Service by Authorized Users.

"License Start Date" means July 1<sup>st</sup> of the current calendar year or the date otherwise indicated as the License Start Date on the applicable Order Form or Quote.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" or "Quote" means the ordering documents between the Customer and 7 Mindsets, which set forth, at a minimum, (i) the Subscription Term purchased (1 year, 3 year or 5 year and whether pre-paid or paid annually); (ii) the quantity of licenses provided with the Subscription (number of Authorized Users/classrooms/school buildings/district-wide permitted to access the Service); and (iii) the price of the Service purchased subject to these Terms and Conditions as well as any exhibits, addendum, or attachments to such Order Forms. By way of example, an Order Form may take the form of a Price Quote signed by the Customer or a Purchase Order submitted to 7 Mindsets by the Customer. In any case, the applicable Order Forms shall be incorporated herein by reference.

"Subscription Term" means the number of years purchased by the Customer beginning on the License Start Date as set forth in the applicable Order Form or Quote. By way of example only, a 1-year Subscription Term will run from July 1 in the current calendar year through June 30<sup>th</sup> of the following calendar year unless otherwise set forth in the applicable Order Form or Quote.

"7 Mindsets," "We," "Us" or "Our" means 7 Mindsets LLC as described in Section 9 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

## 2. MINDSET ACADEMY CLASSROOM PORTAL LICENCE AND ENTITLEMENTS.

Subject to the Terms and Conditions of this Agreement, 7 Mindsets grants to Customer a non-exclusive, non-transferrable, non-sublicensable license to permit Authorized Users to access and use the Service during the Term. The number of licenses to which you are entitled and the applicable fees payable to 7 Mindsets will be specified in the Order Form. Customer agrees that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features of the Service.

## 3. USE OF THE SERVICE.

3.1 Customer shall: (i) comply with the 7 Mindsets Terms of Use [here](#) and 7 Mindsets Privacy Policy [here](#) both of which are incorporated by this reference in this Agreement; (ii) provide accurate account information with respect to its Authorized Users to 7 Mindsets and promptly report any changes to such

information; (iii) maintain the confidentiality and security of Customer's account information; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Service and keep all log-in information strictly confidential, and notify Us promptly of any unauthorized access or use; (v) have an appropriate privacy and data security policy in place and comply with said policy (including the requirements of the Family Educational Rights and Privacy Act ("FERPA")); (vi) use the Service only in accordance with the terms of this Agreement and applicable laws and government regulations; and (vii) ensure that each of its Authorized Users complies with the foregoing.

3.2 Customer shall not, except as expressly authorized or directed by 7 Mindsets, (i) share the unique Customer code allowing access to the Service with anyone other than Authorized Users; (ii) copy, modify, translate, or distribute the Service; (iii) decompile, disassemble, or otherwise reverse engineer the Service or otherwise use the Service to develop functionally similar products or services; (iv) modify, alter or delete any of the copyright, trademark, slogan, or other proprietary notices in or on the Service; (v) sell, resell, rent or lease the Service or use the Service for the benefit of any third party; (vi) use the Service to store or transmit Malicious Code; (vii) attempt to gain unauthorized access to the Service or their related systems or networks; or (viii) permit any Authorized Users or third party to do any of the foregoing.

## 4. FEES AND PAYMENT.

4.1. Fees. In consideration of the Service provided hereunder, Customer shall pay all fees specified in any Order Forms between the Customer and 7 Mindsets. Except as specified herein or in an Order Form, (i) fees are based on number of Authorized Users/classrooms/school buildings/district-wide licenses purchased (as indicated on the Order Form) and not actual usage of the licenses; (ii) with the exception of any non-appropriation as outlined in clause 8.2 and other rights of termination as specified in clause 8, payment obligations are non-cancelable and non-refundable; (iii) fees are payable annually in advance, and (iv) the number of licenses purchased cannot be decreased during the relevant Subscription Term stated on the Order Form.

4.2. Invoicing and Payment. Unless otherwise stated in the Order Form or unless otherwise agreed between you and 7 Mindsets in writing, Customer will pay to 7 Mindsets, the fees specified in the Order Form within <sup>45</sup> ~~thirty~~ (45) days of the date of invoice. If you purchased a multi-year subscription payable annually, unless otherwise specified in the Order Form or unless otherwise agreed between you and 7 Mindsets, 7 Mindsets will automatically invoice you <sup>thirty</sup> ~~thirty~~ (45) days prior to the anniversary of your License Start Date. You are responsible for maintaining complete and accurate billing and contact information to Us and notifying Us of any changes to such information. Fees are subject to any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to sales, use or withholding taxes, assessable by any local, state, or federal jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. JB

4.3. Suspension of Service. If any amount owing by You under this or any other agreement for the Services is 30 or more days overdue, We may, without limiting Our other rights and remedies, suspend Your use of the Service until such amounts are paid in full.

## 5. PROPRIETARY RIGHTS.

5.1. Reservation of Rights. The Service is a subscription product that is licensed to the Customer not sold outright to the Customer. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Service and all materials contained in the Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. Ownership of Customer Data. As between Us and You, except for your co-operation and the rights granted to 7 Mindsets for the purpose of offering the Service as more fully detailed in the 7 Mindsets Terms of Use, 7 Mindsets has no ownership interest in any Customer Data and will not share, disclose, or disseminate any personally identifiable Customer Data with any third parties without the express permission of the Customer. See 7 Mindset's Privacy Policy located [here](#) for more information about our privacy and security practices with respect to personally identifiable information.

Company Acknowledgement 

 5-10-21

## 6. WARRANTIES AND DISCLAIMERS.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY 7 MINDSETS. 7 MINDSETS EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WITHOUT LIMITING THE FOREGOING, 7 MINDSETS GIVES NO WARRANTY THAT THE SERVICE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY 7 MINDSETS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF 7 MINDSETS'S OBLIGATIONS HEREUNDER, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

## 7. LIMITATION OF LIABILITY.

7.1. Limitation of Liability. IN NO EVENT SHALL 7 MINDSETS BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. ADDITIONALLY, 7 MINDSETS SHALL NOT BE LIABLE FOR DAMAGES FOR LOST DATA OR ANY OTHER INDIRECT DAMAGES EVEN IF 7 MINDSETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, 7 MINDSETS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER HEREUNDER IN THE PRIOR 12-MONTH PERIOD. 7 MINDSETS WILL NOT BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES ANY APPLICABLE LAW OR REGULATION. The limitation of liability set forth in this Section 7 shall not apply to (i) liability resulting from 7 Mindsets' gross negligence, fraud, or willful misconduct and (ii) death or bodily injury resulting from 7 Mindsets' negligent acts or omissions.

## 8. TERM AND TERMINATION.

8.1. Term of Agreement. Customer's licenses and these Terms and Conditions will be in effect from the License Start Date through the duration of the Subscription Term specified in the Order Form and may be renewed or extended by mutual agreement of 7 Mindsets and the Customer.

8.2 Early Termination. Either party may terminate the subscription for cause if the other party (or in the case of 7 Mindsets, an Authorized User of the Customer) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within thirty (30) days of its receipt of written notice of such breach. Non-payment of Subscription Fees and a breach of any provision of clause 3 shall be considered a material breach.

Customer may terminate the subscription at any time and for any reason as follows:

8.2.1 In the event Customer's subscription is a multi-year subscription payable over multiple years, Customer may terminate their subscription by giving notice of termination in writing to 7 Mindsets at least 30 days prior to the anniversary of the License Start Date. In such event, Customer will not be required to pay the remainder of the license fees, however, Customer is not entitled to a refund of previously paid license fees.

8.2.2 If the Customer purchased a 1-year subscription or pre-paid for a multi-year subscription, Customer may terminate their subscription at any time, however, the Customer will not be entitled to any refund of previously paid subscription fees.

To the extent that 7 Mindsets suspends or terminates the Service for more than ninety (90) consecutive days:

8.2.3 Customer may terminate their subscription and such Customers will be refunded a prorated share of the current annual subscription fee as well as any fees which Customer pre-paid for future years.

8.3 Effect of Termination. Upon termination for any reason by either party,

8.3.1 Customer will (i) cease using the Service; (ii) ensure that any Authorized Users cease using the Service; (iii) return or destroy all materials

provided by 7 Mindsets; (iv) pay 7 Mindsets any fees due and owing hereunder; and (v) not be entitled to a refund of any fees previously paid.

8.3.2 7 Mindsets will (a) disable the unique Customer code provided to the Customer to access the Service; and (b) destroy or de-identify any personally identifiable information provided to 7 Mindsets by the Customer in accordance with the 7 Mindsets Privacy Policy.

## 9. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION.

You are contracting with 7 Mindsets, LLC ("7 Mindsets"), a registered company in the United States located at 60 King Road, Roswell, Georgia 30075. Customer agrees that any dispute arising under or which is related to this Agreement (whether in contract, tort, or otherwise) and the validity, performance and interpretation of this Agreement will be governed by and construed in all respects under and subject to the laws of the State of Georgia, USA, and the exclusive jurisdiction of the Superior Courts of Fulton County, Georgia.

## 10. GENERAL PROVISIONS.

10.1. Export Compliance. The Service or other technology and derivatives thereof that 7 Mindsets makes available to Customer under this Agreement may be subject to export laws and regulations of the United States. Each party shall comply with the export laws and regulations of the United States in providing and using the Service. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit any Authorized Users to access or use the Service in a U.S. embargoed country or in violation of any U.S. export law or regulation.

10.2. Anti-Corruption. Customer agrees that Customer has not sought, elicited, received or been offered any illegal or improper bribe, kickback, gift, or thing of greater than nominal value from any 7 Mindsets employees or agents in connection with this Agreement. Customer will use reasonable efforts to promptly notify Us if You learn of any violation of the above restriction.

10.3. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms and addenda thereto including any Statements of Work and these Terms and Conditions and the 7 Mindset Privacy Policy and 7 Mindset Terms of Use referenced herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. No terms and conditions stated in any purchase order or other order documentation submitted by the Customer shall be incorporated into or form any part of this Agreement, and all such terms and conditions shall be null and void.

10.4. Miscellaneous. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Neither party may assign any of its rights or obligations hereunder, without the prior written consent of the other party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, 7 Mindsets may assign this Agreement in its entirety (including all Order Forms), without consent of the Customer in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any provision of this Agreement, which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, shall remain in full force and effect.

Company Acknowledgement

*Matt Smith* 5-10-21

Using  
S&C  
I.C  
Service  
Agreement

# 7 Mindsets Privacy Policy

Last Updated: 2019

This privacy policy ("Privacy Policy") explains how information about you is collected, used, and disclosed by 7 Mindsets, LLC ("7 Mindsets," "we," or "us"). This Privacy Policy applies to information we collect when you use our websites, mobile applications, and other online products and services including the Mindset Academy Classroom Portal at [www.7mindsetsportal.com](http://www.7mindsetsportal.com) (collectively, the "Services"), when you interact with us on third-party sites where we have an official presence, or when you otherwise interact with us.

We may change this Privacy Policy from time to time. If we make material changes, we will notify you by revising the date at the top of this Privacy Policy. In some cases, we may provide you with additional notice, such as adding a statement to the homepages of our websites or sending you an email notification. We encourage you to review this Privacy Policy whenever you access our Services to stay informed about our information practices and the ways you can help protect your privacy.

## 1. What Information Do We Collect?

### A. Information You Provide to Us

We collect information you provide directly to us. For example, we collect information when you create an account, participate in interactive features of our Services, fill out a form, make a purchase, communicate with us via a third party social media site, sign up for a contest or sweepstakes, request customer support, or otherwise communicate with us. The types of information we may collect include your name, email address, mailing address, phone number, job title, information about your school or organization, and any other information you choose to provide.

### B. Information We Collect Automatically When You Use Our Services

When you access or use our Services, we automatically collect information about you, including:

- **Log Information:** We log information about your use of our Services, such as your Internet Protocol ("IP") address, the type of browser you use, the address of a referring website, and your activity with our Services.
- **Device Information:** We collect information about the computer or device you use to access our Services, including the operating system and version, and network information.
- **Information Collected by Cookies and Other Tracking Technologies:** We use various technologies to collect information, and this may include sending cookies to your computer or device. Cookies are small data files that are stored on your hard drive or in device memory that help us recognize users who have visited the Services previously and retain certain information, such as customer preferences and history. We also may collect information using web beacons (also called "tracking pixels"). Web beacons are electronic images that may be used in our Services or emails to help deliver cookies, count visits, understand usage and campaign effectiveness, and determine whether an email has been opened and acted upon. For more information about cookies and how to disable them, please see clause 5 below.

### C. Information We Collect from Other Sources

We may also obtain information from other sources, such as mailing list providers, and combine that information with information we collect through our Services.

## 2. How Do We Use the Information We Collect?

We may use information about you for various purposes, including to:

- Provide, maintain, and improve our Services;
- Provide and deliver information, products, or services you request, and send you related information, such as confirmations and invoices;
- Send you technical notices, updates, security alerts, and support and administrative messages;

- Respond to your comments, questions, and requests (such as your copyright permission requests) and provide customer service;
- Communicate with you about products or services offered by 7 Mindsets, and provide other information and news we think will be of interest to you;
- Monitor and analyze trends, usage, and activities in connection with our Services
- Process and deliver contest or sweepstakes entries or prizes; and
- Carry out any other purpose for which the information was collected.

7 Mindsets is based in the United States, and the information we collect is governed by U.S. law. By accessing or using our Services or otherwise providing information to us, you consent to the processing and transfer of information in and to the U.S.

### 3. Collection of Personal Information about Children

The Services are intended for use by school educators and administrators. The 7 Mindsets Services are NOT intended to be used and accessed by children. 7 Mindsets does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register for an event. If you are under 13, please do not attempt to register or send any information about yourself to us, including your name, address, telephone number, or email address. No one under the age 13 may provide any personal information to 7 Mindsets. You should not be submitting any information about students or children while using the Services. If we learn that we have collected personal information from a child under the age 13, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at [info@7mindsets.com](mailto:info@7mindsets.com).

### 4. What Information Do We Share with Third Parties?

We may share information about you as follows or as otherwise described in this Privacy Policy:

- With vendors, consultants, and other service providers who need access to such information to carry out work on our behalf;
- In response to a request for information if we believe disclosure is in accordance with any applicable law, regulation, or legal process, or as otherwise required by any applicable law, rule, or regulation;
- If we believe your actions are inconsistent with the spirit or language of our user agreements or policies, or to protect the rights, property, and safety of 7 Mindsets and others;
- In connection with, or during negotiations of, any merger, sale of organizational assets, acquisition of all or part of our business to another organization, reorganization, or in any other situation where your information may be transferred as one of the assets of 7 Mindsets; and
- With your consent or at your direction.
- We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

### 5. How Do Our Services Interact with Third Party Services?

We may use certain trusted third-party companies and individuals to help us provide, analyze and improve the Services, including but not limited to, data storage, maintenance Sites, database management, web analytics, payment processing and improvement of the Services' features. These trusted third parties may have access to your personal information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy. As of the date of this policy, we use Shopify, Inc., Amazon Web Services, MediaTemple, Google Analytics, and Pardot to provide some or all of these tasks. To learn more about the privacy policy of each of these third parties go to each of their websites.

### 6. What Steps Do We Take to Protect Your Information?

We take reasonable measures to help protect information about you from loss, theft, misuse, and unauthorized access, disclosure, alteration, or destruction.

#### A. Account Information

You may update, correct, or delete information about you at any time by logging into your online account, emailing us at [info@7mindsets.com](mailto:info@7mindsets.com) or contacting us by mail at the address provided below. If you wish to deactivate your account, please email us but note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period.

## B. Cookies

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Removing or rejecting browser cookies does not necessarily affect third party flash cookies used in connection with our Services. You may visit [www.adobe.com/products/flashplayer/security](http://www.adobe.com/products/flashplayer/security) for more information about deleting or disabling flash cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services.

## C. Promotional Communications

You may "opt out" of receiving marketing or promotional communications from us by following the directions in the communications. If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

## 7. How Can You Obtain Additional Information?

If you have any questions or comments about this Privacy Policy, please email us through our website or at [info@7mindsets.com](mailto:info@7mindsets.com), or contact us by mail at  
7 Mindsets, LLC  
60 King Road  
Roswell, Georgia 30075