

APPROVED

Pending Comments
below Addressed

210002

AGREEMENT/CONTRACT REVIEW FORM

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: **7-8-20**

Contract Initiator (Name of Person Overseeing the Contract): Laura Fogarty

Telephone Number: **6-6513**

School/Department Submitting Contract: **Climate & Culture**

Vendor/Contractor Name: **Evolution Labs**

Contract Title: **Suite 360 Mental Health and Prevention and Intervention Agreement**

Contract Type: New Renewal Amendment Extension Date Original Contract Approved:

Contract Term: **20-21 School Year**

Renewal Option(s): **Yes**

Contract Cost: **\$47,250.00**

Payment Schedule: **Upon Delivery of each item**

Funding Source:

Purchase Requisition No.:

100-6100310-9004-1171-0000-000-0

Strategic Plan Tie-In Explanation:

Suite 360 Mental Health and Prevention curriculum meets FLDOE required instruction topics of mental health, substance use and abuse, and child trafficking. Suite 360 Intervention provides restorative justice and intervention content to reduce risk factors for students at Bannerman Learning Center.

Pre-Approved by Superintendent or Designee? Yes No

Additional Information:

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED:

Completed Contract Review Form

SBAO Template Contract or other Contract (with all basic and mandatory terms)

SIGNED 2018 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/contactor must sign a Release and Hold Harmless Form. If not exempt, vendor/contactor must provide Workers' Compensation coverage].

SBAO
RECEIVED
7/13/2020

Approvals

Comments

Department	Approved	Denied	Comments
Purchasing Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Software/Education 6A-1.012(116)
Review Date: 7/9/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Added Wording in Red on Contract
Risk Management Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fix Terms + Conditions Pages?
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
School Board Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	with changes in Red on Pg "X"
Review Date: 7/20/20 NB	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Information & Technology Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has IT Department Approved?
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



Clay County District Schools

CONTRACT

June 2, 2020

This contract between Evolution Labs, Inc. ("Contractor") and CLAY COUNTY DISTRICT SCHOOLS ("Client" and or "School Board") describes the terms and conditions for delivery of the Suite360 program from Contractor to Client:

Whereas:

The Contractor shall provide and license versions of its Suite360 program to the Client.

1. **Suite360:Mental Health.** 49 Lessons for MH addressing all of the state mandates Grades 6-12. All MH lessons include a companion guide and writing prompt along with a suggested grading rubric aligned to Florida writing standards.
2. **Suite360:Prevention.** 13 unique Prevention lessons for Grades K-12 that cover the Substance Abuse and Child Trafficking mandates. All accompanied by companion guides as well.
3. **Suite360:Intervention.** Program to be used for detention and suspension for one school. (pilot pricing provided)

Program Features Include:

- A custom solution created by mental health experts to meet the Florida education mandates
- Language translation
- Read-out-loud
- Comprehensive reporting dashboard
- Training and support
- Flexible and customizable solution to meet the district's desired implementation plans
- CLEVER Partner, which provides SSO, data security and seamless rostering
- The founders of the company will be personally involved in the relationship to ensure program success

↙ No Numbers ?

Commercial Nondiscrimination. Contractor shall not discriminate on the basis of race, gender, gender identify or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers. Contractor shall provide equal opportunity for sub-consultants to participate in all of its public sector and private sector sub-consulting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Contractor understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

Confidentiality of Student Information (if confidential information will be disclosed to Contractor). Contractor is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, Contractor acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records. Contractor will receive student information. Since parental consent may not be obtained and Contractor has legitimate educational interests in the information, Contractor shall hereby be deemed a "school official" in accordance with School Board Policy.

Cyber Liability Insurance (if confidential information will be disclosed to Contractor). Contractor shall procure this coverage for covering network security and privacy liability; including the failure to allow access to the Client's computer system by authorized users, the failure to prevent unauthorized access to Client's computer system or the private or confidential information contained therein; the theft or loss of private or confidential information of others and the failure to prevent the transmission of a virus or malicious code to others should add coverage for notifications and credit checks. Contractor shall maintain limits of \$5,000,000 per occurrence.

Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of Clay County, Florida.

Indemnification by Contractor. Contractor agrees to indemnify Client and its officers, directors, employees and agents, from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance deductibles and all other expenses arising out of or relating to, directly or indirectly:

- a. the negligent, grossly negligent, or intentional act or omission of Contractor or its directors, officers, employees, agents or contractors;
- b. Contractor's failure to perform any of its obligations under this Agreement; and
- c. any act or omission of Contractor in connection with the terms of this Agreement; and
- d. any action by a third party against Client that is based on any claim that any products supplied or services performed under this Agreement infringe a patent, copyright or other proprietary right or violate a trade secret. Contractor recognizes the broad nature of this

indemnification and hold harmless article and voluntarily makes this covenant for good and valuable consideration provided by Client in support of this indemnification in accordance with the laws of Florida.

Inspector General. Contractor agrees and understands that the Client shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by Contractor with regard to the Agreement. Contractor's employees, vendors, officers and agents shall furnish the Client with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance with the Client in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, Contractor understands, acknowledges and agrees to abide by relevant School Board Policies of Client.

Public Records Compliance.

Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board 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 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 Contractor does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of Contractor or keep and maintain public records required by the Board to perform the service. If Contractor transfers all public records to the Board 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 Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board. Failure of Contractor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement.

Security of Confidential Personal Information. In accordance with Section 501.171, F.S., Contractor shall take reasonable measures to protect and secure School Board's records in any form. This data may include personal, financial or student information. Suite 360 shall notify School Board as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. Contractor shall work with School Board to satisfy the requirements of Section Fla. Statutes, Chapter 501.171, as to required investigation and notice provisions. Further, Contractor shall reimburse School Board

Not sure where this goes

Pages/Paragraphs
Don't line up?

for actual, reasonable costs incurred by School Board in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation within 30 days of receipt of documentation from School Board evidencing such actual, reasonable costs incurred.

Termination. Client reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days' notice to Contractor. If the Agreement is terminated for convenience as provided herein, the Client will be relieved of all obligations under said Agreement.

start

Terms and Conditions on Suite360 program.

Thank you for visiting our website (the "Site"). These Terms of Use govern your use of this Site. **CLAY COUNTY DISTRICT SCHOOLS** (the "Institution") offers access to the Site through an agreement with Evolution Labs, a New Jersey corporation (the "Company").

The Company hosts this site, assisting the Institution in enforcing both the Terms of Service as well as the Privacy Policy.

1. Acceptance of Terms. This is a legally binding agreement. If you do not agree with these Terms of Use, you are not authorized to use this website.

2. Your Acceptance of Our Privacy Policy. By agreeing to these Terms of Use, you agree to the terms of our Privacy Policy, which is expressly incorporated herein. Before using this Site, please carefully review our Privacy Policy. All personal information provided to us as a result of your use of this Site will be handled in accordance with our Privacy Policy. To the extent there are inconsistencies between these Terms of Use and our Privacy Policy, these Terms of Use control.

3. Ownership of this Site and its Content. This Site, including all its Content are protected under applicable intellectual property and other laws, including without limitation the laws of the United States and other countries. All Content and intellectual property rights therein are the property of the Company or the material is included with the permission of the rights owner and is protected pursuant to applicable copyright and trademark laws.

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4. Access to Password-Protected Areas. Access to certain portions of this website ("Password-Protected Areas") may require login and password information. You must have this information in order to access these areas.

5. Online Privacy Statement. The use of your personally identifying and non-personal information will be governed by our Privacy Policy. Your use of this website indicates that you have read and agree to this policy.

6. Prohibited Behavior. You are responsible for your behavior in your use of this website and for respecting the Institution's, the Company' and third parties' (person or entity) rights in connection with the website and its content. You may not use this website for any purpose or in any manner that violates any local, state, or federal law or regulation or the law or regulation of any foreign government. You may not violate the Institution's the Company' or third parties' rights via downloading, emailing, transmitting, or otherwise using this website. You may not use this website to post or send any infringing, threatening, defamatory, libelous, obscene, or pornographic material. You may not use or exploit any portion of this website to distribute commercial messages, "spam," or other unsolicited communications. You may not directly or indirectly, intentionally disrupt or interfere with this website in any manner that may materially adversely affect the Institution, the Company' or any third party. You may not take any action that imposes or may impose an unreasonable or disproportionately large load on the Institution's or the Company' websites. You may not bypass any measures the Institution or the Company may use to prevent or restrict access to this website.

7. Disclaimer of Warranties. Company warrants that during the term of the contract, any Software obtained under this Agreement will, under normal use, substantially conform to its documentation. WE MAKE NO ADDITIONAL REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS SITE OR ITS CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THIS SITE. THIS SITE AND ALL OF ITS CONTENT (INCLUDING USER-GENERATED CONTENT) ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS AFFILIATES, AND THEIR SERVICE PROVIDERS AND LICENSORS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, WITH RESPECT TO THIS SITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES AVAILABLE OR PROMOTED THROUGH THIS SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY, ITS AFFILIATES, AND THEIR SERVICE PROVIDERS AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES (A) OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE SECURITY OF THIS SITE; (C) THAT THE CONTENT OF THIS SITE IS ACCURATE, COMPLETE OR CURRENT; OR (D) THAT THIS SITE WILL OPERATE SECURELY OR WITHOUT INTERRUPTION OR ERROR. WE DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THIS SITE WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES).

8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS THE COMPANY, AND THE INSTITUTION, ON BEHALF OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS AND SERVICE PROVIDERS, EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY; CLAIMS OF THIRD PARTIES; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF

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11. Modification, Discontinuation, and Termination. We reserve the right at any time and from time-to-time to modify, edit, delete, suspend or discontinue, temporarily or permanently this Site (or any portion thereof) and/or the information, materials, products and/or services available through this Site (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of this Site.

You also agree that the Company, in its sole discretion, may terminate your password, account (or any part thereof), or use of this Site for any reason, including, without limitation, for lack of use or if the Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. You agree that any termination of your access to this Site under any provision of these Terms of Use may be effected without prior notice, and acknowledge and agree that The Company may immediately deactivate or delete your account and all

related information in your account and/or bar any further access to this Site. Further, you agree that the Company shall not be liable to you or any third-party for any termination of your access to this Site.

Any applicable user fees will be refunded if account is terminated.

12. Waiver. Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by the Company of any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

13. Severability. If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use will remain in full force and effect.

14. Governing Law, Jurisdiction and Venue. These Terms of Use will be governed under the laws of the State of Florida without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms of Use will be venued exclusively in state or federal court in Clay County, Florida. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Terms of Use is taking place or originating.

15. Indemnity. Subject to the limits of Section 768.28, Florida Statutes, you agree to indemnify and hold the Company, the Institution, and their subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site in violation of these Terms of Use and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or if any material that you post using this Site causes us to be liable to another.

16. Entire Agreement. These Terms of Use (together with our Privacy Policy and any Privacy Notices or click-through agreements applicable to you) contain the entire understanding and agreement between you, the Company and the Institution with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you, the Company and the Institution with respect to this Site and your use of this Site.

**“ADDENDUM A”
TO
CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

Notwithstanding any contractual language to the contrary, the terms and conditions of this “Addendum A” shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this “Addendum A” is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida (“Board”) shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools (“District”), and all Board officers and employees.

1. INDEMNIFICATION

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

2. INSURANCE

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

1. General Liability Policy:
 \$1,000,000.00 per occurrence
 \$2,000,000.00 aggregate
2. Auto Liability Policy:
 \$1,000,000.00 combined single limit
 \$5,000,000.00 charter or common carrier
3. Worker’s Compensation Policy:
 \$100,000

Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker’s Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.

Each insurance policy shall be obtained from an insurance carrier rated as “A-” or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance (“COI”) shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days’ notice of policy/coverage cancellation.

3. 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 Board'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 Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor 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 Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

4. GOVERNING LAW AND VENUE

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

5. LEVEL II BACKGROUND SCREENING

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

6. INDEPENDENT CONTRACTOR

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

7. PUBLIC RECORDS

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. 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 the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.

- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

8. STUDENT RECORDS

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

9. PAYMENT TERMS AND CONTINGENCIES

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/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and

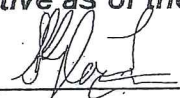
acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043. To the extent that the District is using federal funds as a source of payment for this Agreement, Contractor shall execute and deliver to the District the following forms: (a) Regulatory Compliance Statement; (b) Certification Regarding Non-Discrimination; (c) Certification Regarding Lobbying; (d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (e) Certification Regarding Drug-Free Workplace Requirements; and (f) Non-Collusion Affidavit.

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board. Either party may terminate this contract with or without cause and without penalty or further payment by providing the other party sixty (60) days' written notice.

10. 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.

Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature:  _____

Printed Name: Skyler Green

Title: Partnership Coordinator

Date: 07/08/2020

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 Clay 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.

Date:

07/08/2020

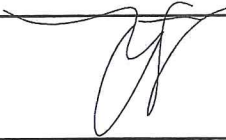
Title of Authorized Representative:

Partnership Coordinator

Printed Name of Authorized Representative:

Stephen Green

Signature of Authorized Representative:



Name of Vendor/Contractor:

Evolution Labs, Inc.

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.

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.

9. The undersigned has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

8. The undersigned either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2020

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

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

PRODUCER MASTERS COVERAGE CORP/PHS 16162742 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (888) 443-6112 (A/C, No):	
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED EVOLUTION LABS INC 83 SOUTH ST MORRISTOWN NJ 07960-4105	INSURER A: Sentinel Insurance Company Ltd. <i>At</i>	11000
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	✓		16 SBA IW9147	07/12/2019	07/12/2020	EACH OCCURRENCE	\$2,000,000 ✓
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$4,000,000 ✓
							PRODUCTS - COMP/OP AGG	\$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	<i>(circled)</i>
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> 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	<i>(circled)</i>
							E.L. DISEASE - POLICY LIMIT	
A	FAILSAFE TECHNOLOGY E OR O			16 SBA IW9147	07/12/2019	07/12/2020	Each Glitch Aggregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Clay County District Schools
 900 Walnut Street
 Green Cove Springs FL 32043

CANCELLATION

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

Susan L. Castaneda

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Mcdonald, Heather <heather.mcdonald@myoneclay.net>

Re: Suite360 SSO and Rostering Options

1 message

Caren, Ethan <ethan.caren@myoneclay.net>

Wed, Jul 22, 2020 at 3:47 PM

To: Heather Mcdonald <heather.mcdonald@myoneclay.net>

Cc: Sabrina Thomas <sabrina.thomas@myoneclay.net>, Laura Fogarty <laura.fogarty@myoneclay.net>

Hi Heather,

This product did meet our standards in regards to SSO and Rostering. The company mentioned they would address FERPA directly in a custom privacy policy which is something we would want them to do.

Let me know if you have any questions,

Thanks!

Ethan

On Mon, Jun 22, 2020 at 2:48 PM Caren, Ethan <ethan.caren@myoneclay.net> wrote:

From what I've seen with the demo and the answers to the questions I've asked, things seem to check out from a Technology perspective.

Thanks!

Ethan

----- Forwarded message -----

From: **Christopher Riley** <criley@evpco.com>

Date: Thu, Jun 18, 2020 at 6:50 PM

Subject: Re: Suite360 SSO and Rostering Options

To: Caren, Ethan <ethan.caren@myoneclay.net>

Cc: jeremybunkley <jeremy.bunkley@myoneclay.net>, sabrinathomas <sabrina.thomas@myoneclay.net>, laurafogarty <laura.fogarty@myoneclay.net>, sgreen <sgreen@evpco.com>, Tracy Howe <thowe@evpco.com>, Peter Kraft <pkraft@evolabs360.com>, Jessica Rosenfeld <jrosenfeld@evpco.com>, tluster <tluster@evpco.com>

Ethan,

We use OneRoster for account provisioning and support an API link with ClassLink.

We host all of our content. We found very early on, it didn't work to have students bouncing out of our program to some other site where we didn't control the content experience.

The privacy policy on the contentdemo.evpco.com is representative of what the privacy policy would look like on an individual client site. If you need something addressing FERPA directly, we can add that to the privacy policy in your individual program. We're also happy to work through a data sharing agreement with you!

Please let us know if you have any other questions/concerns!

Check out our new referral program:

<https://bit.ly/2SK7pb6>

CHRIS RILEY
Evolution Labs, Inc.

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CHIEF OPERATING OFFICER
Evolution Labs, Inc.
83 South Street, Morristown, NJ 07960
Email: criley@evpco.com
Phone: (866) 648-9975 ext. 704

----- On Thu, 18 Jun 2020 17:51:30 -0400 Caren, Ethan <ethan.caren@myoneclay.net> wrote -----

Hi Chris,
We use ClassLink and I noticed Suite360 has a SAML option within LaunchPad, so that's good. Do you use the OneRoster standard for rostering? Or is it only the file export from our SIS for account provisioning? Also, do you host all of your content? One challenge we have with content providers is having content hosted all over the Interwebs. This can be a filtering nightmare having to manage a constantly changing list of sites to whitelist. Another thing we're looking at is your privacy policy. I found this one <https://evpco.com/privacy-policy> and this one <https://contentdemo.evpco.com/privacy>. The privacy policy looks sound, but doesn't mention FERPA specifically. Often when this is the case, vendors will supply a statement confirming that they comply with FERPA specifically. We also have a standard data sharing agreement that we and the vendor sign. I hope that would be amenable if we went with Suite360?
Thank you for your time!
Ethan

On Wed, Jun 17, 2020 at 10:26 AM Christopher Riley <criley@evpco.com> wrote:
Ethan,

Skyler from my team let us know that you were wondering about rostering and SSO options. For rostering AND SSO we offer the following third party options:

Clever
ClassLink

For SSO only, we can do any custom SAML 2.0 SSO setup including Google SSO. With the custom SSO option, we typically will set up a file export from your SIS to our SFTP server. Please let us know if you have any additional questions!

Check out our new referral program:

<https://bit.ly/2SK7pb6>

CHRIS RILEY

Evolution Labs, Inc.

CHIEF OPERATING OFFICER
Evolution Labs, Inc.

83 South Street, Morristown, NJ 07960
Email: criley@evpco.com
Phone: (866) 648-9975 ext. 704

Ethan Caren
Coordinator,
Information Technology Services
Clay County District Schools
| extension 6 9606 | dept number 904-336-9600

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Ethan Caren
Coordinator,
Information Technology Services
Clay County District Schools
| extension 6 9606 | dept number 904-336-9600

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Director,
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Clay County District Schools
| extension 6 9603 | dept number 904-336-9600

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