

NATIONAL CENTER ON EDUCATION AND THE ECONOMY'S  
NISL PROGRAM AGREEMENT

with

NAME OF CLIENT: SCHOOL BOARD OF CLAY COUNTY

April 7, 2022  
Effective Date

This National Center on Education and the Economy Agreement (“**Agreement**”) is entered into by and between The National Center on Education and the Economy (“**NCEE**”), a District of Columbia non-profit corporation, with offices at 2121 K Street NW, Suite 700, Washington, DC 20037 and above-named client (the “**Client**”) shown on the signature line, with an address shown on the signature line for the Client. NCEE and the Client hereby agree as follows:

**1. Background.** The Client wants to implement the National Center on Education and the Economy’s (NCEE) NISL program (NISL), on the terms and conditions contained herein, within the jurisdiction (the “**Jurisdiction**”) indicated in the scope of work (the “**Scope of Work**”), attached hereto as **Exhibit A** and made a part hereof. NCEE is willing to provide the professional learning, services, materials, tools and licenses described herein, all on the terms and conditions contained herein. “The National Center on Education and the Economy,” “NCEE,” “the NISL program,” and “NISL” (collectively, the “**Marks**”) are trademarks of NCEE.

**2. Term.** The term of this Agreement shall commence on the Effective Date indicated above (“**Effective Date**”) and expire on July 31, 2023. The term may be extended by written mutual consent of the parties which written consent includes a scope of work referencing this Agreement and setting forth the responsibilities of the parties and the fees associated with the extension term (each scope of work for an extension term is hereinafter referred to as an “**Additional Scope**”). In the event that this Agreement (and subsequent modifications or amendments) is executed after the Effective Starting Date, the Client shall pay NCEE for all work performed on or after the Effective Starting Date or pursuant to the Scope of Work.

**3. Scope of Work by NCEE.** NCEE will work with the Client as specifically described in the Scope of Work or any Additional Scope to permit the Client to implement the NISL program for its Participants. In connection therewith, subject to the license in Section 4 below, NCEE shall provide to the Client and the Participants participating in NISL on behalf of the Client the materials and tools described in the Scope of Work or any Additional Scope. (All materials and tools described in the Scope of Work or any Additional Scope, or otherwise provided as part of NISL, whether in print, electronic or other form, are hereinafter referred to as the “**Leadership Materials**”).

**4. Licensing the Client to Implement the NISL Program for Participants.** Subject to the terms and conditions hereof, NCEE hereby agrees to grant the Client a nonexclusive, non-transferable license for the term of this Agreement to (i) implement NISL for Participants that are employed by the Client or within the Jurisdiction as may be specified in the Scope of Work or any Additional Scope and (ii) to use the Leadership Materials solely in connection with the implementation of NISL for the Leadership Teams and the Participants. Only Leadership Team members who are certified under NCEE’s rules, or who are currently participating in NISL for such certification in a manner that meets the applicable standards for certification, will implement NISL to Participants. The license to be granted hereunder will permit the Client to implement NISL as is indicated in the Scope of Work.



**5. Obligations of the Client.** The Client shall fulfill its obligations described in the Scope of Work and any Additional Scope, and the performance thereof by the Client shall be a condition of NCEE's obligation to perform under this Agreement and of the NCEE Program License.

**6. Compensation.** The Client shall pay NCEE a fixed price of ~~\$210,000.00~~ for the services, licenses and materials provided under the initial Scope of Work, payable as described in the payment schedule (the "Price and Payment Schedule") included in the Scope of Work. In the case of any extension of the term, the Client shall pay NCEE for any services, licenses and materials provided during such extension term as provided in the Additional Scope for the extension term, which fees shall be consistent with the fees for such future years of NISL indicated in the Payment Schedule.

**7. Intellectual Property.**

**7.1 Copyright.** NCEE and its licensors reserve copyright in all Leadership Materials. These items may not be copied or otherwise reproduced without the express written permission of NCEE, or as otherwise specifically permitted in writing by NCEE. In no event shall the Client remove any copyright notices from the materials.

**7.2 Restrictions.** In no event shall the Client use or permit any members of the Leadership Team or any of the Participants participating in NISL (together "NISL Participants") or any third party to use the Leadership Materials other than in connection with evaluating and implementing NISL in the Jurisdiction during the term of this Agreement. In no event may the Leadership Materials be copied, distributed, sublicensed, modified, sold or transferred other than as specifically permitted in writing by NCEE.

**7.3 NCEE Leadership Materials Agreement.** NCEE may require that any NISL Participants execute and deliver the NCEE Leadership Materials Agreement attached hereto as Exhibit B (as the same may be amended from time to time at the sole discretion of NCEE, the "NCEE Leadership Materials Agreement") prior to being granted access to any Leadership Materials. The participation of any NISL Participant who violates the terms of such agreement may be terminated by NCEE without refund to the Client.

**7.4 Trademark and Trade Name.** This agreement does not give the Client any ownership rights or interest in NCEE's Marks or the goodwill associated therewith. The Client may use the Marks in connection with publicity for its implementation of NISL provided, however, that in no case will the Client use the Mark in a way which tarnishes the reputation or goodwill associated therewith. All use of the Marks and goodwill associated therewith will inure to the benefit of NCEE. In the event that NCEE determines that any particular use of the Marks by the Client harms the reputation or goodwill associated with the Mark or NCEE, NCEE will provide notice thereof to the Client and Client will immediately stop such use of the Mark. Upon any termination of or failure to renew this Agreement, the Client shall immediately discontinue all use of the Marks and any terms, which are likely to be confusingly similar thereto in connection with any program.

**8. Independent Contractors.** During the performance of this agreement, the employees of one party will not be considered employees of the other party and NCEE's employees will not be considered employees of the Client within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization and surgical benefits. The Client's employees who perform the obligations of the Client hereunder shall be under the employment, and ultimate control, management and supervision of Client. NCEE's employees who are to perform the services to be completed by NCEE hereunder shall be under the employment and ultimate control, management and supervision of NCEE. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between the Client and NCEE, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

**9. Entire Agreement.** This Agreement, along with the Exhibits hereto, together constitute the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.



**10. Assignment.** Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the Parties hereto.

**11. Modification; Amendments.** There shall be no modifications or amendments of this agreement, except in writing and approved by both parties, executed with the same formalities as this instrument.

**12. Contact Information and Notices.** Upon signing this agreement, the Client will indicate the name, address, telephone and fax number of the Client. Any notices and other communications provided hereunder, including any notice of the change in contact information, shall be made or given hereunder by either party by facsimile at the facsimile numbers set forth on the signature line below or delivered by hand or by certified or express mail to the party at the addresses set forth under the signature lines below. Unless otherwise notified, notices sent to NCEE should be sent to Ms. Drea Anastasio, Manager of Partner Support.

**13. Non-Solicitation.** The Client agrees that it shall not during the term of this Agreement, and for a period of twenty-four (24) months immediately following the termination of this Agreement, solicit, hire or retain directly or indirectly, either as an officer, director, partner, consultant, employee or individual proprietor, any NCEE employee or independent consultant who performed services pursuant to this Agreement, except as may be agreed to in writing by both parties.

**14. Limitations on Liability.** In no event shall either party be liable to the other party under this agreement or to any third party for special, consequential, incidental, punitive or indirect damages, irrespective of whether such claims for damages are founded in contract, tort, warranty, operation of law, or otherwise, or whether claims for such liability arise out of the performance or non-performance by such party hereunder.

**15. Governing Law.** The provision of the agreement shall be governed by and construed in accordance with the laws of the state of Florida except for its conflict of laws and principles.

**16. No Third Party Beneficiaries.** The parties do not intend that any third party have any rights as a third party beneficiary of this agreement.



**17. Dispute Resolution.** If a dispute arises out of or relates to this agreement or a breach hereof, and that dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Arbitration Mediation Rules and Procedures of the American Arbitration Association, before resorting to Arbitration. In the event the dispute is not settled through mediation, the parties agree to resolve the conflict through arbitration under the commercial arbitration rules of the American Arbitration Association.

**18. Severability.** If any portion of this agreement is to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this agreement shall remain in effect.

**19. Headings.** The article and section heading in this agreement are for convenience and reference only and in no way define or limit the scope or content of the agreement or in any way affect its provisions.

**20.** 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.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have caused this Agreement to be executed as of the date first written above.

The National Center on Education and the Economy (NCEE)		School Board of Clay County	
By:		By:	
	(Signature)		(Signature)
Name	Jason S. Dougal	Name	Mary Bolla
Date:	March 23, 2022	Date:	x
Title	President & Chief Operating Officer	Title:	Board Chair
Address:	2121 K Street NW, Suite 700 Washington, DC 20037	Address:	900 Walnut St Gunn Cove Sp, FL 32043
Contact:	Drea Anastasio, Contract Office	Contact:	Jennifer Shepard Supr. Prof Learning
Phone:	202-888-2538 Contracts 202-379-1800 Main Number	Phone:	904-336-6500
Fax:	202-293-1560	Fax:	904-336-6563
E-mail:	danastasio@ncee.org	E-mail:	jennifer.shepard@myonclay.net
FEIN:	25-1918647	FEIN:	59-600557



**EXHIBIT A  
SCOPE OF WORK**

Client is authorized under NCEE License to implement NISL for Participants (including principals, school leaders, administrators of the Client or the Jurisdiction which the Client wishes to train as principals) in schools within the following jurisdictions:

School Board of Clay County

FL-Clay CTY-01

**PART ONE: NISL PROGRAM**

Under this Scope of Work, facilitators who have successfully completed NISL and the Facilitator Certification Institute shall deliver NISL for one cohort with a total of **twenty (20)** participants.

**A. The NISL Program**

1. NISL will consist of 12, two-day units in virtual and face-to-face formats.
2. NCEE will provide each participant in NISL:
  - (a) Leadership Materials specified in Section B of this Scope of Work and required for the NISL curriculum.
  - (b) Access to the NCEE Portal and the online component of the Curriculum.

**B. NISL MATERIALS**

NISL Participants will be provided with the following Leadership Materials, as applicable:

Description	The NISL Program
NISL and NCEE Materials: <ul style="list-style-type: none"> <li>• Professional Texts</li> <li>• Selected Research Reports</li> </ul>	Each Participant shall receive one (1) set of the Materials used in the Curriculum.
Online Component (via access to the NCEE secure portal): <ul style="list-style-type: none"> <li>• Case studies, Research Reports and other Readings</li> <li>• Videos</li> <li>• Handouts</li> <li>• Weblinks</li> <li>• Self-Reflection Diagnostics and Reports</li> <li>• Feedback Diagnostics and Reports</li> <li>• Action Learning Tools</li> <li>• Video Annotation Tools</li> <li>• Learning Communities</li> <li>• Foundational Lessons to supplement NISL</li> <li>• Facilitator Tools including guides, slides, and video exemplars of the delivery of NISL units.</li> </ul>	Each Participant shall have access to those parts of the Online Component used in the Course(s) for which they are registered.  NISL-certified Facilitators shall have access to the entire Online Component — both participant and facilitator online components — used within NISL. Online assets are downloadable only for use in NISL facilitation.

NISL Full Curriculum list:

Course 1: World-Class Schooling: Vision and Goals

Unit 1: The Educational Challenge

Unit 2: The Principal as Strategic Thinker

Unit 3: Elements of Coherent and Aligned Learning Systems

Course 2: The Research on Learning and the Implications for Teaching, Leadership, and School Organization

Unit 4: "How People Learn" and Implications for Teaching, Leadership, and School Organization: Part 1

Unit 5: "How People Learn" and Implications for Teaching, Leadership, and School Organization: Part 2

Unit 6: "How People Learn" and Implications for Teaching, Leadership, and School Organization: Part 3

Unit 7: Promoting the Learning Organization

Course 3: Sustaining Transformation through Capacity and Commitment

Unit 8: Leading for Effective Teaching

Unit 9: Teams for Instructional Leadership

Unit 10: Ethical Leadership for Equity

Unit 11: Driving and Sustaining Transformation

Unit 12: Final Case Simulation and Presentations

**C. NISL CONTENT UNIT FACILITATION**

NCEE will provide certified facilitators to deliver the content in Courses 1, 2, and 3.

**D. NISL ACTION LEARNING PROJECT SUPPORT**

NCEE staff will collaborate with the cohort facilitators to provide individualized support of action learning undertaken by NISL participants.

**E. CLIENT COMMITMENTS**

The full and enthusiastic participation of the Client is essential to the success of the program and in connection with its participation in NISL, Client agrees to:

- a. Ensure participation by the participants in NISL.
- b. Designate one staff member who will work on NISL and devote such time as is necessary to ensure implementation of the program.
- c. Arrange scheduling and provide, at its own expense, meeting facilities at no charge to NCEE for all on-site or local workshops and other sessions.
- d. Register each NISL Participant with NCEE by delivering, with respect to each participant: (a) the name and address, phone number, and jurisdiction; (b) the position of the participant with the Client or the Jurisdiction; (c) a user ID and password chosen by the participant in connection with his or her use of the NCEE Portal; and (d) a copy of the NCEE Leadership Materials Agreement executed by the participant.
- e. Notify each NISL Participant that access to a web-enabled computer (preferably a laptop) sufficient to permit access and use of the online materials included in NISL is a requirement for participation in NISL.
- f. Provide internet access for rooms in which the program is to be delivered.
- g. Implement NISL substantially as designed by NCEE, including: (i) using only certified Leadership Team Members to conduct the required program and (ii) covering each unit of the curriculum included in the design and sequence of NISL.
- h. Permit NCEE access to NISL Participants as well as sessions run and materials used during the delivery of NISL to ensure that NCEE's standards for the implementation of NISL are being met.



- i. Make diligent efforts to ensure that none of the NISL participants violate the terms of either their NCEE Leadership Materials Agreement, and cooperate with NCEE to limit the damage to NCEE of any such violation of the NCEE Leadership Materials Agreement.

**F. MODE OF PROGRAM ENGAGEMENT**

Face-to-face learning settings lend themselves to development of trust and willingness to engage with challenging ideas and information, sometimes challenging long-held beliefs and assumptions. However, NCEE’s recent efforts to recreate these qualities of interpersonal engagement in virtual settings in response to the current circumstances have taught us that both face-to-face and virtual delivery modes are effective and in many ways one can substitute for the other. Accordingly, NCEE is able to conduct this program through a blended approach of face-to-face and virtual sessions, as circumstances allow or require, in consultation with the Client.

**PART TWO: PRICE AND PAYMENT SCHEDULE**

**A. Total Price\*\* for this Scope of Work**

The client will pay NCEE the following for the licenses, services and materials provided by NCEE hereunder in connection with the implementation of NISL for Participants (and others designated by the district):

Description	Unit Price	Number of Participants	Total
The NISL Program – National Facilitator Delivery	\$ 10,500.00	20	\$ 210,000.00
<b>TOTAL</b>			<b>\$ 210,000.00</b>

\*Unit Prices quoted herein are applicable only to this offering.

\*\*Client will be invoiced separately for any additional participants attending the program and not indicated in the Total Price.

**B. Payment Schedule**

Payment for the implementation of NISL is due as follows:

- (a) \$105,000.00 is due on or before May 1, 2022.
- (b) \$105,000.00 is due on or before September 30, 2022.

**Invoices will be issued to:**

Client:	School Board of Clay County
Attn:	Acct Payable
Address:	814 Walnut St
Address:	Green Cove Springs, FL 32043
Phone:	904-336-6500
Fax:	904-336-6563
Email:	accounts payable@myoneday.net

**Exhibit B**  
**Leadership Materials Agreement for Leadership Team Members and Principals**

The undersigned acknowledges that The National Center on Education and the Economy ("NCEE") established its NISL Program ("NISL") in order to provide states, school districts and schools, and associations with world-class executive development for Principals for elementary, middle and high schools and that the undersigned is participating in NISL either as a member of a Leadership Team of the client identified below the signature line hereto (the "Client"), or as a Principal, other school leader, or administrator ("Principal") associated with that Client.

The undersigned further acknowledges and agrees for the benefit of the Client and NCEE as follows:

1. In connection with the undersigned's participation in NISL on behalf of the Client, NCEE is providing the undersigned with certain printed or electronic materials (the "Leadership Materials") and access to the web site maintained by NCEE in connection with NISL (the "NCEE Portal").
2. The Leadership Materials, which include, without limitation, the content of the NCEE Portal, are the copyrighted property of NCEE and/or its licensors and may not be copied or otherwise reproduced without the express written permission of NCEE other than as follows: (i) the content of the NCEE Portal may be copied into the RAM of the computer in use by the undersigned as necessary to permit viewing on such site; (ii) if materials available on the web site are formatted as to be downloaded in electronic form, the undersigned may download such material to a computer under his or her sole control; or (iii) if materials on the web site are formatted so as to be printable, the undersigned may print copies of such materials only for his or her personal use in connection with his or her participation in NISL. In no case may any Leadership Materials be distributed to any third party.
3. In no event shall the undersigned remove any copyright notices from the materials.
4. The Leadership Materials are being provided to the undersigned solely in connection with his or her participation in NISL as a designee of the Client and thereafter, if the undersigned is (a) a member of the Leadership Team and, upon certification, will provide NISL for Principals as requested by the Client, or (b) as may otherwise be expressly agreed by NCEE. In the event that NCEE labels certain documents presented or developed in the course of the program as "Tools and Take-Aways", the NISL Participants may use and distribute such specific documents within their schools or within their organizations in connection with implementing the lessons of NISL.
5. The undersigned will in no event use the Leadership Materials for any purpose other than as permitted under paragraph 4 above.
6. The undersigned will in no event give any third party access to any of the Leadership Materials.
7. The undersigned understands and agrees that the NCEE Portal may be used only for lawful purposes. The undersigned will not use the NCEE Portal in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, or (c) that is obscene, threatening, abusive or hateful.
8. The undersigned agrees that in no event will it violate or attempt to violate the security of the NCEE Portal including, without limitation, (a) accessing data not intended for the undersigned or logging into a server or account which the undersigned is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, 'flooding', 'mail-bombing' or 'crashing', (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which the undersigned is not entitled.
9. Upon any violation of this agreement (or upon any termination of the agreement between NCEE and the Client), NCEE may terminate the participation of the undersigned in NISL, including the undersigned's authority to provide NISL, in the case the undersigned is a member of a Leadership Team, and require that the undersigned promptly upon request from NCEE (i) return all hard copies of the Leadership Materials in his or her possession to



NCEE, (ii) destroy all Leadership Materials held in electronic form only, and (iii) certify as to the return and destruction of such materials to NCEE.

10. The undersigned recognizes and acknowledges that NCEE is not responsible for any participant content posted to the NCEE Portal by third parties other than NCEE ("Third-Party Content") and that he or she may be exposed to Third-Party Content that is objectionable to the undersigned. In no event is NCEE responsible for such Third-Party Content. Notwithstanding the foregoing, the undersigned recognizes and acknowledges that NCEE shall have the right, acting in its sole discretion, to edit, delete, store or remove any content posted by the undersigned, or disclose such content to the extent required by law.

11. The undersigned represents and warrants that he or she is over least 18 years of age.

12. NCEE is providing the Leadership Materials and access to the NCEE Portal to the undersigned in reliance upon the representations, acknowledgements and agreements of the undersigned contained herein.

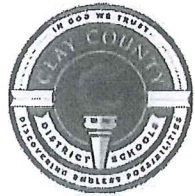
IN WITNESS WHEREOF, the undersigned has executed this document as of the date indicated across from the signature line below.

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

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

Client: School Board of Clay County



## "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 ("SBCC") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. The Company, Vendor, Agency, or Consultant, of Contract with the School Board of Clay County, 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 (if applicable): 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 and approved by SBCC, 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 the 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:
  - 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 this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
  - b. 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.
  - c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
  - d. 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.
  - e. 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) Vendors/Consultants 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 (if Applicable): 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 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: 20,31,40,41.

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: Jennifer Shepard

School/Department Name: Professional Learning

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

Phone #: 904-336-6966 Email Address: jennifer.shepard@myoneclay.net

**Accepted and Agreed to:**

**SCHOOL BOARD OF CLAY COUNTY**

By: Mary S. Bolla

Print Name: Mary S. Bolla

Title: Board Chair

Date: 4/7/2022

**CONTRACTOR**

By: J. Dougal

Print Name: Jason Dougal

Title: President & Chief Operating Officer

Date: March 23, 2022



**NOTIFICATION DOCUMENT**

**Waiver Requires Signature At Time Of Entrance On SBCC Property**

**Masks are Highly Encouraged and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, Employees not drawing District pay at the time they are on campus, or others conducting business on our property.**

**COVID-19 WAIVER**

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION**

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and; (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE**, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**



3/23/2022

\_\_\_\_\_  
Participant/Vendor/Volunteer/Parent Signature

\_\_\_\_\_  
Date

Jason Dougal  
\_\_\_\_\_  
Printed Name

Name of each minor child for whom this Release applies, if applicable:  
\_\_\_\_\_  
\_\_\_\_\_


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. Contactor had an opportunity to review and consult with legal counsel regarding this document.
10. Contactor 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: The National Center on Education and the Economy (NCEE)

Signature of Authorized Representative: 

Printed Name of Authorized Representative: Jason Dougal

Title of Authorized Representative: President & Chief Operating Officer

Date: March 23, 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 (i)(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: The National Center on Education and the Economy (NCEE)

Signature of Authorized Representative: 

Print Name of Authorized Representative: Jason Dougal



**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: The National Center on Education and the Economy (NCEE)

Jason Dougal

Printed Name



Signature: \_\_\_\_\_

President & Chief Operating Officer

Title of Authorized Representative

Date: March 23, 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: National Center on Education & Economy

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Jason Dougal  
(Printed Name)

  
(Signature)

President & Chief Operating Officer  
(Title)

March 23, 2022  
(Date)

**Exhibit # 2 (d)**

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA        )  
COUNTY OF CLAY        )

My name is (*INSERT NAME* Jason Dougal). 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* NCEE) 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* NCEE) 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:** The National Center on Education and the Economy (NCEE)

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Jason Dougal  
(Printed Name)

  
(Signature)

President & Chief Operating Officer  
(Title)

March 23, 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.

Contractor must disclose the names of any employees who are employed by Contractor 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 Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

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

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



\_\_\_\_\_  
Signature

The National Center on Education and the Economy

\_\_\_\_\_  
Company Name