



(For Procurement Use Only)

Contract Number Enter Contract Number

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY,
FLORIDA AGREEMENT FORM FOR CONTRACTED SERVICES**

THIS AGREEMENT (the “Agreement”) entered into this 25th day of July, 2023, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the “**SCHOOL BOARD**,” and Curriculum Associates, LLC (Legal Name of Contracting Party/Organization) hereinafter referred to as the “**CONTRACTOR**,” is as follows:

1. SCOPE OF WORK

Nature of Contracted Services

i-Ready® licenses, Teacher Toolbox and Professional Development services, as more fully described in PriceQuote 314810.2 attached hereto and incorporated herein as Exhibit A

Contractor shall be provided access to the following student data (if applicable)

student first and last name; date of birth, gender; ethnicity or race; student identification number; student school or class enrollment; student grade level; teacher name; English language learner status; and eligibility for free or reduced-price lunch

Anticipated Outcome of Contracted Services

To facilitate a better understanding of using i-Ready to make instructional changes for the benefit of all students. *i-Ready Learning* is a collection of high-quality instructional resources that help students learn and grow by accessing grade-level materials. Grounded in best-practice instructional design, these tools provide rigorous and motivating reading and mathematics instruction that:

- Engages students of all levels and backgrounds
- Motivates students to persist in skill building
- Provides scaffolded support that meets the needs of all students
- Creates personal learning pathways for each student in i-Ready Personalized Instruction
- Connects to i-Ready Diagnostic data so teachers can make informed teaching decisions



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Location of Contracted Service

As set forth in Exhibit A – Quote 314810.2

Date(s)/Hours of Service

August 1, 2023 through July 31, 2024

2. TERM OF AGREEMENT

Option 1

The **CONTRACTOR** shall commence performance of the Agreement on the 1st day of August, 2023, and shall complete performance to the satisfaction of the Superintendent no later than the 31st day of July, 2024. The Parties hereto may renew the Agreement for an additional term at Contractor’s then-current prices, upon the same terms and conditions contained in the Agreement, and upon mutual agreement reduced to writing and signed by the Parties.

Option 2

The **CONTRACTOR** shall commence performance of the Agreement on Enter Day of Agreement of Option 2 day of Enter Month of Agreement Option 2, 20Enter Two Digit Year Option 2, and shall complete performance to the satisfaction of the Superintendent no later than the Enter Day of Completed Performance Option 2 day of Enter Month of Completed Performance Option 2, 20Enter Day of Completed Performance Option 2. This Agreement may be renewed for Enter Additional Year for Option 2 additional one (1) year terms upon the same terms and conditions in the Agreement, and upon mutual agreement reduced to writing and signed by the Parties.

Option 3

The **CONTRACTOR** shall commence performance of the Agreement on the Enter Day of Agreement of Option 3 day of Enter Month of Agreement Option 3, 20Click or tap here to enter text.. The Parties hereto may renew the Agreement for additional terms, upon the same terms and conditions contained in the Agreement, and upon mutual agreement reduced to writing and by the Parties.

3. COMPENSATION

The **SCHOOL BOARD** shall, upon completion of services by the **CONTRACTOR**, compensate the **CONTRACTOR** in an amount not to exceed \$532,414.00 which shall constitute the amount due under this Agreement. For the avoidance of doubt, payment for annual subscriptions to hosted software solutions is due in advance. Agreements exceeding \$50,000 require School Board approval. The **CONTRACTOR** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **SCHOOL BOARD** in advance of the expenditures being incurred. The **CONTRACTOR** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.



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4. PAYMENT SCHEDULE

Payment will be generated by the School Board’s Accounts Payable Department within forty-five (45) days after receipt of invoice(s). Payment will be made as indicated below:

- Lump Sum payment in the amount of Enter Amount of Lump Sum Payment upon completion of services and District-approved invoice.
- Partial payment after District-approved invoice(s).
- See payment schedule hereto attached as Exhibit A: Price Quote 314810.2 and incorporated into this Agreement. Payments for all subscription-based *i-Ready*® licenses are due and payable in advance. For the avoidance of doubt, the indemnification obligations under the Limitations of Warranties and Liability; Indemnity section of the Terms and Conditions of Use linked to the quote shall only apply to the extent permitted by applicable law.
- Payment of District-approved invoice(s).

5. REGULATIONS & ORDINANCES

The **CONTRACTOR** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

6. CONFIDENTIALITY OF STUDENT RECORDS

Applicable Yes No

For the purposes of performing the above scope of services only, **CONTRACTOR** is hereby designated a school official for the purposes of receiving the confidential student information listed in paragraph 1 above and the **CONTRACTOR** shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information. **CONTRACTOR** acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purpose listed in paragraph 1 above and for no other purpose. De-identified data is generated from the usage of *i-Ready*® from which all confidential student information has been removed or obscured so that it does not identify an individual student and there is no reasonable basis to believe the remaining information can be used to identify a student (“De-Identified Data”). This includes removing student names, date of birth, ethnicity, financial status, school, school ID and teacher. For the purposes of this Agreement, De-Identified Data will not be considered confidential student information. Nothing in this Agreement will prevent Contractor from using De-identified Data for product development, product functionality and research purposes, as permitted under the Family Educational Rights and Privacy Act (FERPA). Upon the completion of services and receipt of written request from the **SCHOOL BOARD**, **CONTRACTOR** shall return to **SCHOOL BOARD** all original and any copies of the confidential student information, and shall not retain any confidential student information, except for backup data which will be destroyed in accordance with Contractor’s data retention and destruction policy. As **CONTRACTOR** will be receiving student information that is



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otherwise confidential, **CONTRACTOR** shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, **CONTRACTORS** for itself, and its officers, employees, agents, representative, contractors, and subcontractors, shall fully indemnify and hold the **SCHOOL BOARD** and its officers and employees harmless for any violation of this provision, including, but not limited to defending the **SCHOOL BOARD** and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the **SCHOOL BOARD**, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by the **CONTRACTOR** , or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that the **CONTRACTOR** shall either intentionally or negligently violate this provision , or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon the **CONTRACTOR** until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

7. ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties with respect to the subject matter herein. No stipulation, agreement or understanding pertaining to the subject matter herein shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party with respect to the subject matter herein shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

8. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

9. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

CONTRACTOR shall, in addition to any other obligation to indemnify the **SCHOOL BOARD** of Indian River County, Florida, protect, defend, indemnify and hold harmless the **SCHOOL BOARD**, its agents, officers, elected officials and employees from and against all third party claims, actions, liabilities, losses (including economic losses), and costs (including attorney fees and Court costs) arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **CONTRACTOR**, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **CONTRACTOR** in the performance of the work; or liens, claims or actions made by the **CONTRACTOR** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited by any limitation on the



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amount, type of damages, compensation or benefits payable by or for the **CONTRACTOR** or any subcontractor. This provision shall survive the termination of or completion of all obligations under this Agreement.

10. DUTY TO DEFEND

The **CONTRACTOR** agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the **SCHOOL BOARD** on any claim or demand arising out of, resulting from or incidental to **CONTRACTOR'S** performance under this Agreement.

11. CANCELLATION / TERMINATION

In the event any of the provisions of this Agreement are violated by the **CONTRACTOR**, the Superintendent or their designee, shall give written notice to the **CONTRACTOR** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, the Superintendent may immediately cancel the Agreement. Upon cancellation hereunder, the School Board of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School Board of Indian River County, Florida, reserves the right to terminate any Agreement at any time and for any reason, upon the Superintendent or their designee giving ten (10) business days prior written notice to the Contractor. If said Agreement should be terminated for convenience as provided herein, the **SCHOOL BOARD** shall be relieved of all obligations under said Agreement. The School Board of Indian River County shall only be required to pay to the **CONTRACTOR** that amount of the Agreement actually performed to the effective date of termination.

12. EQUALITY EMPLOYMENT OPPORTUNITY

CONTRACTORS awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

13. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORD LAWS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS AT, public.records@indianriverschools.org, 6500 57th STREET, VERO BEACH, FLORIDA 32967.

- (a) This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The **CONTRACTOR** acknowledges its legal obligation to comply with §119.0701, Florida Statutes.



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- (b) The **CONTRACTOR** shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, required by the **SCHOOL BOARD** in order to perform the scope of services.
- (c) Upon written request by the **SCHOOL BOARD**, the **CONTRACTOR** shall provide the **SCHOOL BOARD** with a copy of any and all requested public records or allow the requested public records to be inspected or copied, within a reasonable time, at a cost that does not exceed the cost allowed by law.
- (d) The **CONTRACTOR** shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of the Agreement term and following completion of the Agreement if the **CONTRACTOR** does not transfer the public records to the **SCHOOL BOARD** as indicated below.
- (e) The **CONTRACTOR** shall comply with all requirements for retaining public records and shall transfer, at no cost to the **SCHOOL BOARD**, all public records in the possession of the **CONTRACTOR** upon termination or expiration of this Agreement and receipt of written request of the School Board, except for backups, which are automatically deleted over time in accordance with Contractor's data retention and destruction policy, consistent with industry standards. The **CONTRACTOR** shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the **SCHOOL BOARD** in a format that is compatible with the information technology systems of the **SCHOOL BOARD**. For the avoidance of doubt, De-Identified Data is not considered public records.
- (f) Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the **SCHOOL BOARD**. Further, the **CONTRACTOR** shall fully indemnify and hold harmless the **SCHOOL BOARD**, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the **CONTRACTOR'S** failure to comply with these requirements.

14. PATENTS, COPYRIGHTS AND ROYALTIES

Contractor agrees that the School Board shall own and have full rights to use all reports generated using the i-Ready software solution and related digital products. Notwithstanding the foregoing, nothing in this Agreement shall give the School Board ownership of Contractor's proprietary software solutions and related services and training materials. **CONTRACTOR** shall defend, indemnify and hold the **SCHOOL BOARD** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **CONTRACTOR** of any third-party patent, copyright or trademark or (ii) misappropriation by **CONTRACTOR** of any third-party trade secret in connection with any of the foregoing. **CONTRACTOR** will indemnify and hold harmless the **SCHOOL BOARD** from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process article or work manufactured or used in the performance of the Agreement, including its use by the **SCHOOL BOARD**. If **CONTRACTOR** uses any design, device, materials or works covered by letters, service mark, trademark,



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patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

15. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies as amended from time to time **CONTRACTOR** agrees that, if Contractor receives remuneration for services, **CONTRACTOR** and all of its employees who provide or may provide services under this Agreement on school grounds while children are present will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Indian River County.

Additionally, **CONTRACTOR** agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional **CONTRACTOR** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **SCHOOL BOARD**, the **SCHOOL BOARD** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on School Board property when students are present. **CONTRACTOR** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **CONTRACTOR** agrees to require all its affected employees to sign a statement, as a condition of employment with **CONTRACTOR** in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **CONTRACTOR**/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policy 8475 within 48 hours of its occurrence.

CONTRACTOR agrees to provide the **SCHOOL BOARD** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **CONTRACTOR** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory **CONTRACTOR** standards. **CONTRACTOR** further agrees to notify the **SCHOOL BOARD** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **CONTRACTOR** to notify the **SCHOOL BOARD** of such arrest or conviction within 48 hours of being put on notice and within five (5) business



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days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **CONTRACTOR** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Superintendent or their designee to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per School Board Rule 1113, it is the policy that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining Agreement with the District.

Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

17. COMPLIANCE WITH BOARD POLICIES

I certify compliance with the following School Board Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations and agree to comply with all applicable School Board contracting and procurement policies and procedures.

18. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **CONTRACTOR**, be assigned without the prior written agreement of The School Board of Indian River County, Florida, except that Contractor may assign the Agreement without the prior written agreement of The School Board of Indian River County, Florida in connection with the sale of all or substantially all of the outstanding assets or equity of the Contractor. If **CONTRACTOR** attempts to make such any other assignment, such attempt shall constitute a condition of default.

19. DEBARMENT

The **CONTRACTOR** certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.



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- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

CONTRACTOR agrees to notify **SCHOOL BOARD** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to **CONTRACTOR** or its principals.

20. DAVIS-BACON ACT LABOR STANDARDS

Applicable Yes No

The **CONTRACTOR** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

21. CONDUCT WHILE ON SCHOOL PROPERTY

The **CONTRACTOR** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board Policies and subject to the direction of the building administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the **CONTRACTOR** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **SCHOOL BOARD**. The **CONTRACTOR** agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

22. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the **SCHOOL BOARD**.



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23. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, ethnicity, color, sex, religion, gender, age (except as authorized by law), marital status, disability, pregnancy, religion, military status, ancestry, genetic information, or national origin.

24. NO TAXES

The **SCHOOL BOARD** is not obligated and does not agree to pay any federal, state, or local tax as a result of this Agreement.

25. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Contractor/Vendor	<u>Curriculum Associates, LLC</u>
Contact's Name/Title	ATTN: <u>Legal Department</u>
Address	<u>153 Rangeway Road</u> <u>North Billerica, MA 01862</u>

School Board's Address

The address for the School Board of Indian River County for all purposes under this Agreement and for all notices hereunder shall be:

School Board of Indian River County
ATTN: Superintendent, David K. Moore, Ed.D
6500 57th Street
Vero Beach, FL 32967

With a copy to:

Department/School	<u>School District of Indian River County</u>
Department Director/Principal	<u>Curriculum and Instruction</u>
Address	<u>6500 57th Street</u> <u>Vero Beach, FL 32967</u>



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And a copy to:

Department
Address

Purchasing
6055 62nd Avenue
Vero Beach, FL 32967

26. INSURANCE REQUIREMENTS [2 OPTIONS]

Involving Student Data **OPTION 1**

CONTRACTOR shall carry and maintain as a minimum the following coverage from an insurance carrier that maintain a rating of "A-" or better and a financial size category of "VI" or higher per the A. M. Best Company and provide evidence of insurance as required by the School Board's Office of Risk Management, which may include, without limitation, professional liability, general liability, cyber liability, worker's compensation and auto liability insurance coverage in accordance with the scope of services. The **CONTRACTOR** will provide before commencement of work, and attach to this agreement, certificates evidencing such coverage. **CONTRACTOR** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the School Board, shall constitute a material default under the Agreement. The School Board reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient.

The Certificate of Insurance shall list the Deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. The policies must be specifically endorsed to grant the Board 30 days advance notice of cancellation or non-renewal. This endorsement must be attached to the certificate of insurance. The Board by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of the services being provided.

The **CONTRACTOR** shall maintain insurance, as follows:

- (a) Commercial General Liability Insurance, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage - any 1 fire Medical expense - any 1 person	\$100,000



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Medical Expense – any 1 person

\$10,000

- Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance.
 - and/or an endorsement must be attached to the certificate of insurance for services provided on any campus when students are present.
 - An additional insured endorsement must be attached to the certificate of insurance. The additional insured endorsement should be issued on an ISO or similar form and apply on a primary and noncontributory basis. Additional Insured shall be listed as: School Board of Indian River County, 6500 57th Street, Vero Beach, Florida 32967.
 - Coverage is to be written on an occurrence form basis and shall apply as primary.
 - Defense costs are to be in addition to the limit of liability.
 - Coverage should extend to independent contractors and fellow employees.
 - Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insureds clause.
- (b) Business Automobile Liability for any auto (all owned, hired, and non- owned autos) with a combined single limit of not less than \$1,000,000. In the event Professional Service Provider does not own any automobiles, the Board will accept proof of hired and non-owned Auto Liability only.
- (c) Worker's Compensation Insurance with limits equal to Florida statutory requirements, or a certificate of exemption from such requirement. Employer's Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.
- (d) Cyber Liability when indicated by the scope of service, Vendor must maintain Cyber liability with limits of not less than \$1,000,000 per occurrence/claim. Coverage is to include privacy & security liability and security breach response coverage for policies written on a claims made basis, Vendor shall maintain a retroactive date prior to or equal to the date(s) of service and or contract date. In the event the policy is canceled, non-renewed, or there is a change in retroactive date, the Vendor must purchase an extended reporting period rider during the life of the services being provided and or the contract not less than 3 years. Coverage is to apply on a primary basis.
- (e) Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate. For policies written on a claim made basis, vendor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, vendor must purchase an extended reporting period rider during the life of this contract of not less than 3 years.
- (f) Tech E&O Liability. Vendor must maintain Tech E&O liability with limits of not less than \$1,000,000 per occurrence/claim. Coverage is to include privacy & security liability and security breach response coverage for policies written on a claims made basis, Vendor shall maintain a retroactive date prior to or equal to the date(s) of service and or contract date. In the event the



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policy is canceled, non-renewed, or there is a change in retroactive date, the Vendor must purchase an extended reporting period rider during the life of the services being provided and or the contract not less than 3 years. Coverage is to apply on a primary basis.

The **SCHOOL BOARD** shall be listed as an Additional Insured under both the General Liability and Auto Liability Insurance Policies. A waiver of subrogation shall be provided under the General Liability, Auto Liability, and Worker’s Compensation Insurance Policies. Coverage applies on a primary basis. Additional Insured shall be listed as: School Board of Indian River County, 6500 57th Street, Vero Beach, Florida 32967.

General Services OPTION 2

CONTRACTOR shall provide evidence of insurance as required by the School Board's Office of Risk Management , which may include, without limitation, professional liability, general liability, cyber liability , worker's compensation and auto liability insurance coverage.in accordance with the scope of services. Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance and/or an endorsement must be attached to the certificate of insurance for services provided on any campus when students are present. Specific insurance requirements can be obtained by contacting the Risk Management Office.

“The School Board of Indian River County, Florida, its officers, directors and employees” shall be named as additional insured. All policies will be endorsed to require the insurer to waive its rights of subrogation, if any, against the **SCHOOL BOARD**. Prior to effective date of the Agreement, **CONTRACTOR** shall be responsible for providing the School Board with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **CONTRACTOR** shall also comply with insurance requirements set forth therein. **CONTRACTOR** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the **SCHOOL BOARD**, shall constitute a material default under the Agreement. Thirty (30) day notice of cancellation is required.

27. DATA SECURITY BREACH

In the event of a breach of data security involving School Board data as defined in section 501.171, Florida Statutes, **CONTRACTOR** shall notify the **SCHOOL BOARD** immediately, but not later than ten (10) calendar days following a determination of a breach of data security. Additionally, **CONTRACTOR** shall fully cooperate, at its own expense, with the **SCHOOL BOARD** regarding the School Board’s statutory notification requirements.

28. E-VERIFY REQUIREMENT

- A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, **CONTRACTOR** shall register with and use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021.
- B. Subcontractors



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- i. **CONTRACTOR** shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - ii. **CONTRACTOR** shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - iii. **CONTRACTOR** shall provide a copy of all subcontractor affidavits to School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - iv. For the purposes of this Agreement, “subcontractors” shall not include Contractor’s cloud hosting provider and other vendors used in the ordinary course of business who perform technology and software development and maintenance services on Contractor’s internal systems under Contractor’s supervision.
- C. **CONTRACTOR** must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the **CONTRACTOR** stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to **SCHOOL BOARD**. **CONTRACTOR** shall be liable for all costs incurred by **SCHOOL BOARD** securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

29. FORCE MAJUERE

Neither party shall be liable to the other nor deemed in default of this Agreement if and to the extent that such party’s performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of government orders of the United States, the State of Florida, or local county/municipal governing bodies, which prevents performance of the Agreement for all or part of the term of the Agreement.

30. NONAPPROPRIATE

SCHOOL BOARD’S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by **SCHOOL BOARD** and the availability of funds to pay for the goods and services in this Agreement. **SCHOOL BOARD** shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by **SCHOOL BOARD**. **CONTRACTOR** will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, **SCHOOL BOARD** shall remain



(For Procurement Use Only)

obligated to pay for all purchase orders for products or services fulfilled by **CONTRACTOR** prior to the termination notice.

VENDOR/CONTRACTOR

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

The School District of Indian River County, FL

Curriculum Associates, LLC

Vendor/Contractor Name

Q. H. 2 LLC

Signature of Vendor/Contractor

Signature of Chairperson

Robert Waldron, Chief Executive Officer

Dr. Peggy Jones

Printed Name of Vendor/Contractor

Printed Name of Chairperson

May 5, 2023

Date

Date

Address

Address

153 Rangeway Road

6500 57th Street

North Billerica, MA 01862

Vero Beach, FL 32967

800-225-0248

Telephone/Fax Number

customercontracts@cainc.com

Contact Email Address

26-3954988

FEIN (Business)

Enter SS# (Individual)