

**THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
AGREEMENT FOR SERVICES**

THIS AGREEMENT (the "Agreement") is dated September 12, 2018 and effective September 26, 2018 (the "Effective Date") and is by and between The School Board of Duval County, Florida (the "District") and I'm A Star Foundation, Inc., a Florida nonprofit corporation (the "Contractor") to authorize a sub-award for services.

Whereas, the District filed an application to the United States Department of Education ("USDOE") for the GEAR UP Grant to be awarded in September or October 2017 (the "Grant"); and

Whereas, the District received notification from the USDOE of the award of the Grant, the parties agree that a copy of the Grant requirements will be attached hereto and incorporated herein by this reference as Exhibit 1; and

Whereas, the Grant provides that the District will engage the Contractor to implement a portion of the Grant program and the District hereby engages the Contractor to perform the services as more particularly set forth hereafter, and the Contractor agrees to provide such services subject to the availability of Grant funding from the USDOE through the District to the Contractor for such services; and

Whereas, the District and Contractor wish to set forth in writing the terms and conditions pursuant to which the Contractor will provide such services to the District; and

Whereas, the District is authorized to enter into this Agreement for professional, health, and educational services pursuant to Board Policy 7.70 and State Board of Education Rule 6A-1.012(11)(a)&(b), F.A.C.

In consideration of the promises and the mutual covenants and undertakings, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.
2. Background.
 - A. Contractor's name: I'm A Star Foundation, Inc.
 - B. Contractor's unique entity identifier: 45-4860516
 - C. Federal Award Identification Number: P334A170075
 - D. Federal Award Date: 9/26/2017
 - E. Subaward Period of Performance: 9/26/2018 – 9/25/2019
 - F. Amount of federal funds obligated to Contractor by this Agreement by the District: \$244,000
 - G. Total amount of Federal funds obligated to sub-awardee for total 7-year Grant period: \$1,708,000

H. Federal awarding agency: US Department of Education

I. District contact for program: Pamela Davis, Executive Director, Dropout Prevention & Support Services

J. CFDA number: 84.334A

K. Research and Development: This award does not support research and development

L. Indirect cost rate: Not to exceed 4.44% for the Contractor through June 30, 2019; the District will send written notice of the 2019-20 indirect cost rate.

3. Scope of Work/Services. The Contractor shall, in a satisfactory and proper manner, as determined by the District, perform the following during the term of this Agreement:

A. Description of Services: The following are collectively referred to as the "Services" in this Agreement:

i. Partner with the District and the District's third party contractors, and participate in interagency meetings as necessary, to develop and implement programs to provide intensive and individualized services to those students enrolled in the locations set forth in Exhibit 2 (the "Locations") attached hereto and incorporated herein by this reference;

ii. Provide comprehensive counseling and support for students who have been identified as at-risk. GEAR UP students will have access to a Program Manager and three (3) Student Success Coordinators responsible for developing and establishing mentoring relationships, bi-monthly parent and family empowerment forums at each targeted school, Service Learning Plans with integrated STEAM community service projects, and implementing three signature college readiness programs including Project PASS, CHAMPS Walks, and College Tours.

iii. The Contractor agrees to provide four (4) part-time coaches averaging a cost of \$33,000 per year, office space totaling a value of \$24,000 per year, and program mentors totaling a value of \$88,320 per year, totaling an estimated \$244,320 in matching dollars to the program. The Contractor agrees to submit, along with its monthly invoice, a completed "Grant Match Capture Form" as set forth in Exhibit 3.

iv. The Contractor's services to the students assigned to the locations in Exhibit 2 shall be performed in cooperation with other agencies contracted with the District, with the Contractor providing its services for the measurable objectives identified in Exhibit 4. Once the students enroll and are assigned to the locations, the District shall establish the baseline data and targets for such students and advise the Contractor of the same. Thereafter the District shall review the data resulting from the Contractor's services toward the measurable objectives on a monthly basis.

v. If any services, functions or responsibilities not specifically described in this Agreement are necessary for the proper performance and

provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement. Contractor shall be responsible for providing personnel and other resources as necessary to provide the Services at the sites designated by the District.

B. Anticipated Outcome of Services: Increase the academic achievement of all learners through the implementation of the Services as set forth in Exhibit 5.

C. Deliverables: Achieve measurable gains of the collective students' goals mastered by the end of the Agreement term as evidenced by gains measured against the District's baseline and targets identified in Exhibit 4.

D. Date(s)/Hours of Service: Beginning with the Effective Date through September 25, 2019. Hours will vary depending on need based on the Services described in Exhibit 5.

4. Term of Agreement. The Contractor shall commence performance of the Agreement at a date to be determined in 2018, and shall complete performance to the satisfaction of the District no later than September 25, 2019, unless the term of this Agreement is sooner terminated pursuant to the provisions of this Agreement.

5. Compensation. The compensation to be paid to the Contractor shall be \$20.17 per student per month (up to 12 months) for students enrolled in the Program, for a total potential student population not to exceed 1,000 students (however, it is understood and agreed that students in excess of 1,000 may be served by Contractor, but any such excess will not be compensated by the District pursuant to this Agreement); accordingly, the potential maximum indebtedness of the District to Contractor for services rendered pursuant to this sub-requirement will not to exceed \$242,000.00. Contractor will also receive \$2,000.00 to be utilized for software and equipment in line with project activities. Accordingly, the District's maximum aggregate indebtedness to the Contractor for its provision of student services and all other expenses shall not exceed \$244,000.00. The Contractor shall be responsible for all per diem and travel expenses. Allowable costs are outlined in Exhibit 5. The Contractor agrees to provide services to all students enrolled in the project by the District for a total potential student population served estimated to be up to 1,000 students.

6. Payment Schedule. Payment will be issued payment in accordance with Sections 218.70, F.S., *et. seq.*, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of this Agreement. Any penalty for delay in payment shall be in accordance with applicable law. Payment will be made pursuant to Contractor's proper invoice delivered to the District on no less frequently than a monthly basis, which monthly invoices shall be in form and content required by the District for purposes of its review and verification. There shall be twelve (12) monthly invoices, with the first invoice being dated October 25, 2018, and the twelfth (12th) and final invoice being dated September 25, 2019, according to the following:

Month	Payment of \$ \$20.17 per student served by the Deliverables	Straight line payment for software and equipment in line with	Deliverables
-------	--	---	--------------

	(up to 1,000 students) with monthly payment not to exceed:	project activities	
October	\$ 20,170.00	\$166.67	Develop mentoring relationships, bi-monthly parent and family empowerment forums for each targeted school, Service Learning Plans with integrated STEAM community service projects, college readiness programs, extra assistance to students performing below proficiency.
November	20,170.00	\$166.67	Develop mentoring relationships, bi-monthly parent and family empowerment forums for each targeted school, Service Learning Plans with integrated STEAM community service projects, college readiness programs, and extra assistance to students performing below proficiency.
December	20,170.00	\$166.67	Develop mentoring relationships, bi-monthly parent and family empowerment forums for each targeted school, Service Learning Plans with integrated STEAM community service projects, college readiness programs, and extra assistance to students performing below proficiency.
January	20,170.00	\$166.67	Develop mentoring relationships, bi-monthly parent and family empowerment forums for each targeted school, Service Learning Plans with integrated STEAM community service projects, college readiness programs,

			and extra assistance to students performing below proficiency.
February	20,170.00	\$166.67	Develop mentoring relationships, bi-monthly parent and family empowerment forums for each targeted school, Service Learning Plans with integrated STEAM community service projects, college readiness programs, and extra assistance to students performing below proficiency.
March	20,170.00	\$166.67	Develop mentoring relationships, bi-monthly parent and family empowerment forums for each targeted school, Service Learning Plans with integrated STEAM community service projects, college readiness programs, and extra assistance to students performing below proficiency.
April	20,170.00	\$166.67	Develop mentoring relationships, bi-monthly parent and family empowerment forums for each targeted school, Service Learning Plans with integrated STEAM community service projects, college readiness programs, and extra assistance to students performing below proficiency.
May	20,170.00	\$166.67	Develop mentoring relationships, bi-monthly parent and family empowerment forums for each targeted school, Service Learning Plans with integrated STEAM community service projects, college readiness programs, and extra assistance to

			students performing below proficiency.
June	20,170.00	\$166.67	Develop mentoring relationships, bi-monthly parent and family empowerment forums for each targeted school, Service Learning Plans with integrated STEAM community service projects, college readiness programs, and extra assistance to students performing below proficiency.
July	20,170.00	\$166.67	Develop mentoring relationships, bi-monthly parent and family empowerment forums for each targeted school, Service Learning Plans with integrated STEAM community service projects, college readiness programs, and extra assistance to students performing below proficiency.
August	20,170.00	\$166.67	Develop mentoring relationships, bi-monthly parent and family empowerment forums for each targeted school, Service Learning Plans with integrated STEAM community service projects, college readiness programs, and extra assistance to students performing below proficiency.
September	20,130.00	\$166.63	Develop mentoring relationships, bi-monthly parent and family empowerment forums for each targeted school, Service Learning Plans with integrated STEAM community service projects, college readiness programs, and extra assistance to

			students performing below proficiency.
--	--	--	--

The foregoing monthly payment schedule is subject to the provisions of section 3.A.ii. set forth above.

Funds must be requested monthly, and include the reporting evidence set forth in Exhibits 3, 4, and 5, and be in compliance with US Department of Education regulations and all Grant requirements. Financial reporting shall also include backup documentation for expenses, and any other items to be determined by the District to adhere to the Grant requirements.

7. Compliance with Legal Requirements. Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, F.S., as it presently exists, and further as it may be amended from time to time. 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. Further Contractor agrees that failure to comply with all legal requirements shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the District.

8. Confidentiality of Student Records. Contractor understands and agrees that it is subject to all federal and state laws and the District's Board Policies 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. The District recognizes and agrees that Contractor is a "school official" with a "legitimate educational interest" under the definition of those terms in the District's FERPA notification(s) to students and parents. Contractor shall regard all student information as confidential and will not disclose the student information to any third party. Contractor agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA.

9. Entire Agreement. It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. Contractor is an independent Contractor and not an officer, employee, agent, partner, joint venturer, or associate of the District. Said representatives of one party shall not be deemed to be construed to be the authorized representative of the other party for any purpose whatsoever; it being understood that no representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

10. 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 Duval County. All parties shall be responsible for their own attorneys' fees.

11. Indemnification. The Contractor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of

this Agreement (including goods and services provided thereto) by or on behalf of the Contractor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Duval County, Florida and its members, officers and employees.

12. Termination and Suspension. The District reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days' prior written notice to Contractor. If said Agreement should be terminated for convenience as provided herein, the District will be relieved of all obligations under this Agreement. The District shall only be required to pay the Contractor the amount for services performed prior to termination of the Agreement. In consideration of the provisions set forth in this Agreement, Contractor agrees that such termination for convenience is only available to the District and is not a reciprocal remedy available to Contractor. The District may terminate this Agreement upon thirty (30) days' advance written notice to the Contractor, for default of Contractor, or due to the provisions of the "Funding Out" provisions set forth hereafter. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the District shall allow the Contractor to incur all necessary and proper costs, which the Contractor cannot reasonably avoid during the termination process. Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

13. Default. If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the District may place the Contractor in default status and take anyone of the following actions:

- A. Suspend activities under the Agreement, upon fifteen (15) days' advance written notice by the District and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension;
- B. Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days' advance written notice from the District;
- C. Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the District determines that the Contractor has jeopardized the safety and welfare of the District or the public or whenever the fiscal integrity of the Agreement has been compromised; or
- D. Invoke any other remedy or remedies that may be available in law or equity.

14. Equal 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.

15. Access to Records/Florida's Public Records Laws. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, F.S. The Contractor understands

the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep records to show its compliance with program requirements. Contractors and sub-contractor must make available, upon request of the District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor, which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall retain copies of all records for three (3) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Section 80.36 (1) and 85.510, and for a period of five (5) years pursuant to §257.36, F.S., or Chapter 1B, F.A.C. In addition to the foregoing, to comply with section 119.0701, Florida Statutes, the Contractor agrees to:

- A. Keep and maintain public records required by the District in order to perform the service.
- B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- D. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

16. Patents, Copyrights and Royalties; Intellectual Property Rights. All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by the District, unless and to the extent that the parties agree otherwise, as

evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the District. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the District. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

17. Background Screening Requirements. In accordance with the requirements of §1012.465, §1012.32 and §1012.467, F.S., and District Policies as amended from time to time, Contractor agrees that Contractor and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and satisfy all background screening requirements, including level 2 screening requirements, as outlined in the above-referenced statutes and District Policies, prior to providing services to the District.

Additionally, Contractor agrees that each of its employees, representatives, agents, sub-contractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and District Board Policies. Such Level 2 background screening shall be conducted at a District designated location or other reciprocal location thereby resulting in said person(s) having been registered in the Florida Shared School Results ("FSSR") database. All such persons shall coordinate, through Contractor, with the District for the District's issuance of a contractor badge; it being understood that the said persons must have satisfactorily completed the Level 2 screening and have received the District contractor badge prior to entering any District locations to deliver the services described in this Agreement. All Contractor staff, representatives, agents, sub-contractors or suppliers onsite at each school location must have been issued, and must wear, the contractor badge evidencing the satisfactory completion of the required Level 2 screening at all times.

A non-instructional Contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, F.S., 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.

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 District Policies within 48 hours of its occurrence.

Contractor agrees to provide the District 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 standards. Contractor further agrees to notify the District 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 the Contractor to notify the District of such arrest or conviction within 48 hours of being put on notice and within five (5) business 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 District to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

18. Required Documents. The Contractor shall provide the District with the required documents at the time this executed Agreement is submitted. Contractor will not be considered under contract to provide the Services until all of the following items are submitted: a Certificate of Insurance acceptable to the District according to the terms set forth herein in Exhibit 6, a W-9 form, Federal Debarment form, Federal Drug Free Workplace Certification form, Federal Regulatory Compliance Statement form, Non-Collusion Form (the foregoing federal forms are attached hereto as composite Exhibit 7), and properly executed Agreement.

19. Conflict of Interest. Former District employees are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which the District is interested, for two (2) years after the District employee's service terminates. This provision is pursuant to §112.313, F.S.

20. Compliance With District Board Policies. The Contractor certifies its agreement and will comply with any applicable District Policies regarding contracting and procurement procedures.

21. 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 District. If the Contractor attempts to make such an assignment, such attempt shall be null and void.

22. Debarment. Debarred contractors are excluded from conducting business with the District as agents, representative, partners, and associates of other Contractors, sub-contractors or individual sureties.

23. No Gratuity or Contingent Fees Policy. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staffs, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

24. Disclosure of Employment of Former District Employees. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or Contractor, and who within the last two (2) years, have been or are employees of the District. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that it has provided to the District the names of former employees to disclose pursuant to this section.

25. Notice; District Contract Administrator. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to Contractor:

I'm a Star Foundation, Inc.
Attn: Betty S. Burney, President
3909 Soutel Drive
Jacksonville, FL 32208

If to the District:

The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 390-2115
Attn: Dr. Diana Greene, Superintendent

With copy to:

Office of General Counsel
c/o 1701 Prudential Drive
Room 653
Jacksonville, FL 32207
Phone: (904) 390-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the

District and the Contractor as follows: The parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties' respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the Services set forth in this Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and monthly reports providing a narrative progress detailing the scope of the Services provided, and activities to date, and the match commitment, and the measurable objectives (also in form and content to be determined by the District) to be provided by Contractor as part of the Services. For purposes of the District's designee for the day-to-day activities, the District's Contract Administrator shall be:

Duval County Public Schools
Attn: Pamela Davis, Executive Director, Dropout Prevention & Support Services
1701 Prudential Drive
Jacksonville, FL 32207
(904) 390-2307

26. Insurance Requirements. The Contractor shall provide evidence of insurance as set forth in Exhibit 6 and failure to comply with the provisions of Exhibit 6 shall be an event of default. The District certifies that it is self-insured pursuant to the provisions of §768.028(16), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Nothing herein will obligate the District to indemnify or in any other way be liable to pay to any person or entity any amount which exceeds the amount(s) for which the District could be liable under the provisions of Section 768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor will anything herein be read as increasing the liability of the District to any person or entity beyond those limits of liability for which the District could be held liable under section 768.28, Florida Statutes.

27. Funding Out. Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

28. Representations. Contractor represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement and federal forms of behalf of the Contractor is authorized to do so.

29. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

30. Sub-contractors. If Contractor is sub-contracting any of the Services, then the Contractor shall ensure that each sub-contractor complies with all provisions of the Agreement; and Contractor will remain liable for the acts and omissions of such sub-contractor(s) and the proper performance and delivery of the Services set forth in the Agreement.

31. Non-Discrimination. Contractor represents and warrants to the District that the Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

32. Severability. If any clause or provision of the Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of the Agreement shall not be affected thereby; and in lieu of each clause or provision of the Agreement which is illegal, invalid or unenforceable, there shall be added, as part of the Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

33. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only and not as a limitation, the indemnification, insurance, and confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.

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


35. Publicity. Contractor shall not use the District's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the District's prior written approval (which may be withheld in its sole and absolute discretion). Contractor shall not host or stage events (beyond the services identified in this Agreement) at District locations without receiving prior approval by the District's Contract Administrator.

36. Facsimile and Counterpart Signatures. This Agreement, and the required federal forms, may be signed via counterpart and facsimile signature, the counterparts and facsimiles of which when taken together shall be deemed to constitute an entire and original Agreement.

[Signature Page to GEAR Up Agreement between
The School Board of Duval County, Florida, and
and I'm A Star Foundation, Inc.,
Dated Effective September 12, 2018]


In witness whereof, the parties have signed this Agreement as of the Effective Date set forth above.

ATTEST:

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

THE SCHOOL BOARD OF DUVAL
COUNTY, FLORIDA


By:


Paula D. Wright, Chairman

Form Approved:

\ Approved by Board on September 10, 2018

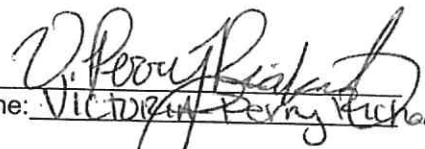
By:


Office of General Counsel

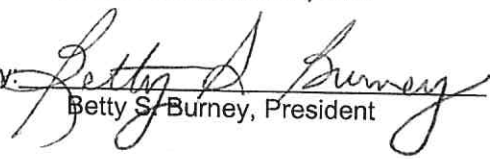
Witnesses:

I'M A STAR FOUNDATION, INC.

By:


Name: VICTORIA PERRY RICHARD

By:


Betty S. Burney, President

By:

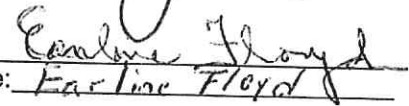

Name: Earline Floyd

Exhibit 1

Grant Requirements

EXHIBIT 2

LOCATIONS

School program sites will be located at:

- Highlands Middle School
- Jefferson Davis Middle School
- J.E.B. Stuart Middle School
- Lakeshore Middle School
- Matthew Gilbert Middle School
- Northwestern Middle School
- Ribault Middle School
- Southside Middle School
- Arlington Middle School
- DuPont Middle School

Commencing August 2019:

- Raines High School
- Ribault High School
- Englewood High School
- Terry Parker High School
- Westside High School
- Lee High Schools
- First Coast High School

EXHIBIT 3:

Matching Funds Documentation

Duval County Public Schools Time and Effort Documentation Form Split Fund and/or Match



Month/Year (mm/yy): _____		School/Division Name: _____				
Full Name: _____		Federal Project Name: _____				
		Federal Project Number: _____				
Occupation: _____ Superintendent _____ Principal _____ Counselor _____ Paraprofessional _____ Coordinator _____ Other: (select) _____ Director _____ Asst. Principal _____ Teacher _____ Mentor _____ Secretary						
Summary Description of Major Grant-Related Tasks Performed:			Related to Deliverable: # of Hours			
Time and Effort Daily Detail *due by the 15th of the following month to the project manager						
Date	Total Hours	# of Hours Federal	# of Hours Non-Federal	Leave Hours	Holiday Hours	Activity Performed (Provide brief overview of grant related task performed for each day)
1	0.0	0.0	0.0			
2	0.0					
3	0.0					
4	0.0					
5	0.0					
6	0.0					
7	0.0					
8	0.0					
9	0.0					
10	0.0					
11	0.0					
12	0.0					
13	0.0					
14	0.0					
15	0.0					
16	0.0					
17	0.0					
18	0.0					
19	0.0					
20	0.0					
21	0.0					
22	0.0					
23	0.0					
24	0.0					
25	0.0					
26	0.0					
27	0.0					
28	0.0					
29	0.0					
30	0.0					
31	0.0					
Totals:	0.0	0.0	0.0	0.0	0.0	
Percentage		#DIV/0!	#DIV/0!			
I certify that all time and effort being claimed directly supported the Federal project. In addition, time given to conduct activities occurred outside my normal work duties. I have not been compensated from any other source that included federal funds for this time nor has this time been claimed as cost share for any other program.						
X		Date: _____				
Signature of DCPS Employee						
This is to certify that this Time & Effort Monthly Report and the Daily Report have been reviewed for accuracy and serves as the basis for payroll charges, including earned leave time, and actual fringe benefits, for this reporting period.						
X		Date: _____				
Signature of Direct Supervisor or Designee of DCPS Employee						
DCPS Office Use Only:		Date: _____				
Review and Accepted by District Staff: refer to Project Manager						
Updated: 07/24/2018						

EXHIBIT 4

Organization	Measurable Objectives for GEAR UP Partnership with Duval County Public Schools	Identified Risk-Factor to Dropping Out of School
I'm A Star Foundation, Inc.	Improve the overall average daily attendance for each school by 0.3%	Poor Attendance
	Decrease the number of students who have been absent more than 21 days by 5%	Poor Attendance
	Decrease the number of withdrawals due to attendance related issues	Poor Attendance
	Score 90% or greater on a student survey in the area of partnership effectiveness	

EXHIBIT 5:
Services and Reporting Requirements for Service Provision:

The Contractor must provide services as determined in the Grant application, including:

Mentoring to at-risk students	Minimum of 2 hours of mentoring per week for each student; September through April,
Bi-monthly parent and family empowerment forums for each school	2 per month for each of the identified schools
Service Learning Plans with integrated STEAM community service projects	1 project per school
College Readiness programs	Deliver "Get Ready...Get Set...GO to College" curriculum to all students served by the Contractor

Additional notes: At-risk students defined as students at targeted schools with at least 2.0 GPA and who identify as the first in their family to possibly attend college.

The following must be reported monthly

Mentoring	List of mentors and mentees served during the month, broken down by location and time spent with each mentee
Parent/family empowerment forums	Program agenda and sign-in sheets; schedule for when programs will be held with date and time
Service Learning Plans	Description and artifacts from Service Learning Projects
College readiness programs	List of students participating in College Readiness Programs for the month
Additional activities as provided	As needed
Narrative description	Format TBD

Minimum total # of students served in year 1– 1,000

Allowable expenses:

- A program manager
- 3 Student Success Coordinators
- Data entry clerk

- Program evaluator
- Office and program supplies
- Postage and shipping
- Printing and copying
- Subscriptions
- Conferences
- Staff development
- Local mileage
- Cell phone allowance
- Computer, printer, and software lease costs
- Indirect cost rate set forth in section 2.L. of the Agreement
- Other related program expenses as approved by the District and US DOE

Average of \$244 per student for 1,000 participants

Total of \$244,000 in allowable expenses in year 1

Matching commitment

4 part time coaches	Average of \$33,000 per coach (\$132,000 annually)
Programming space	\$24,000 for programming space
Mentors/program volunteers	\$88,320 annually at a rate of \$22.08/hour

Total match commitment Year 1: \$244,320

The District will approve additional matching sources to reach the Contractor's annual commitment on a case-by-case basis so long as the USDOE approves the proposed additional match pursuant to the Grant and program guidelines.

EXHIBIT 6

INSURANCE REQUIREMENTS

A. Description of the Contractor Required Insurance. Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall (and shall require of its sub-contractors), at the Contractor's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement.

1. Workers' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the Contractor shall conform to the requirements set forth herein.

(a) The Contractor's insurance shall cover the Contractor (and to the extent its subcontractor and sub-subcontractor are not otherwise insured, its sub-contractor and sub-subcontractor) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against the District, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the District, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

(a) The Contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use

in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

(c) The Contractor shall include the District and the District's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding the District and the District's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The Contractor shall pay on behalf of the District or the District's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the District or the District's member, official, officer or employee for which the District or the District's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

(a) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) The District and the District's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating the District and the District's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:
\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement. The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the Contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the District, identify this Agreement, and provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the Contractor shall furnish the District with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the District and the District's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in this Agreement, the Contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by the District, the Contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the Contractor's Insurers

1. Insurers providing the insurance required by this Agreement for the Contractor must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure, the Contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the Contractor shall be in default of this Agreement.

D. The Contractor's Insurance Primary and Non-Contributory. The insurance provided by the Contractor pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the District or the District's member, official, officer or employee.

E. The Contractor's Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, or its Sub-contractor or Sub-sub-contractor, employees or agents to the District or others. Any remedy provided to the District or the District's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by the District Approval/Disapproval. Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by this Agreement.

EXHIBIT 7

FEDERAL FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the "District") and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the Agreement.

1. The Contractor agrees to allow reasonable access by the District, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow the District to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to the District a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to the District a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to the District a federal drug free workplace certification form.
8. The Contractor agrees the District may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the District may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

CONTRACTOR: I'm A Star Foundation, Inc., a Florida nonprofit corporation
PRINT NAME OF AUTHORIZED REPRESENTATIVE: Betty S. Burney
SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____
TITLE: President

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

- 1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

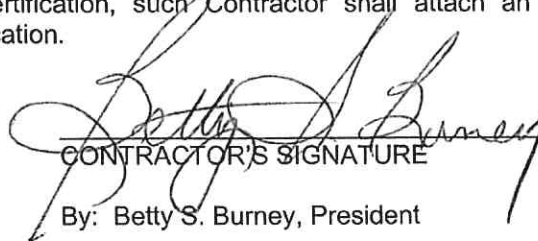

CONTRACTOR'S SIGNATURE/DATE
By: Betty S. Burney, President

Name of Company: I'm A Star Foundation, Inc., a Florida nonprofit corporation

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or sub-contractor) certifies to the best of its knowledge and belief that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.
 - B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.
 - D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.



CONTRACTOR'S SIGNATURE
By: Betty S. Burney, President

Name of Company: I'm A Star Foundation, Inc., a Florida nonprofit corporation

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.
2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.
4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary offer" as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.
6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

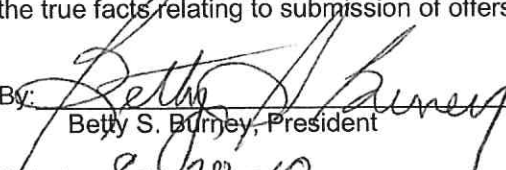
I state that I am the President of I'm A Star Foundation, Inc., a Florida nonprofit corporation, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

- (1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other Contractor, respondent, or potential respondent.
- (2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- (3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- (4) I'm A Star Foundation, Inc., a Florida nonprofit corporation, 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:

NONE

I attest that I'm A Star Foundation, Inc., a Florida nonprofit corporation, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

By: 
Betty S. Burney, President

Dated: 8-28-18