

**National Center for Families Learning
Agreement – The School Board of Broward County, Florida
Toyota Family Learning**

This is an Agreement dated as of the Fourteenth day of September 2015 (the “Agreement”) between the grantor, the National Center for Families Learning (“NCFL”), Louisville, Kentucky and the Grantee, The School Board of Broward County, Florida (“the Grantee”).

WHEREAS, NCFL has received funds in connection with Toyota Family Learning, portions of which NCFL wishes to disburse in the form of grants to Grantee for the purpose of providing effective and timely services that further the objectives of NCFL and Toyota Family Learning, and support and increase the awareness and reputation of NCFL and Toyota Family Learning within the community; and

WHEREAS, Grantee wishes to enter into an agreement pursuant to which Grantee will render certain specified services for NCFL using the funds provided by NCFL in connection with the Toyota Family Learning grant, and

WHEREAS, Grantee and NCFL acknowledge that the funds provided to NCFL in connection with the Toyota Family Learning grant are provided at the pleasure and discretion of a third-party, Toyota, that is not a party to this Agreement and that NCFL cannot ensure the availability of Toyota Family Learning grant funds for any given period and therefore all grants described herein are subject to the continued availability of funds as described in this Agreement; and

WHEREAS, NCFL has selected the Grantee to receive certain funding as described below for activities based upon the approved proposal submission by the Grantee (“Project”), all of which is contingent on Project results, Project quality and Project timeliness and the Grantee’s compliance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, Grantee and NCFL agree as follows:

I. Commitment to Fund. Subject to the terms and conditions set forth in this Agreement, NCFL shall provide support to Grantee in the aggregate sum specified below (the “Grant”) in accordance with the terms of this Agreement. Grantee shall use the funds so provided in accordance with the Project only for charitable and educational activities. Without limiting the generality of the preceding sentence, Grantee will not intervene in any election or support or oppose any political party or candidate for public office, or engage in any lobbying not permitted by Section 501(c)(3) of the Internal Revenue Code (the “Code”) or, if applicable, Sections 501(h) and 4911 of the Code.

A. Monetary Grant. NCFL will provide \$ 175,000 in direct funding to be disbursed in the amounts of \$76,000 in year one (during the fiscal year July 1, 2015 to June 30, 2016), with year two (\$57,000) and year three (\$42,000) awards based on successful completion of all mandatory activities/deliverables by the Grantee as stated in this Agreement. Each disbursement

of grant proceeds under this Agreement will be subject to the condition that Grantee represents and warrants that its tax exempt status continues to be valid.

B. **Non-Monetary Grants.** NCFL will provide, as appropriate, the following non-monetary assistance in connection with the grant funds:

1. training and technical assistance support as specified in this Agreement over the three-year grant period;
2. research/data collection and analysis requirements;
3. a media plan, developed in collaboration with the Grantee that will include deliverable outcomes for the Grantee;
4. materials and resources;
5. and project oversight.

II. Duties, Compensation and Expenses. The services to be rendered by Grantee and NCFL pursuant to this Agreement shall be as follows:

A. **NCFL Duties.** NCFL agrees to do the following contingent upon the availability of funds:

1. Provide initial Toyota Family Learning/Orientation (September 21-23, 2015) with travel/lodging/meal costs for participation of at least two staff members (the Parent Facilitator and the person designated as the overall program leader). Additional staff members can attend with permission from NCFL and at the Grantee's expense.
2. Provide a professional development training schedule at the initial training meeting and at the beginning of each subsequent year of funding.
3. Provide follow-up technical assistance to each grantee per program year with a written summary to be returned to Grantee based on benchmarks provided by NCFL.
4. Provide ongoing information and technical assistance to the Grantee in a variety of formats.
5. Provide dissemination of information among all projects through a variety of channels, including, but not limited to, the Toyota Family Learning and the NCFL websites.
6. Facilitate a general Toyota Family Learning program meeting on a yearly basis that includes the coordinator(s) and all other designated staff from Toyota Family Learning program cities for the purpose of sharing and gathering information as needed to support program improvement.
7. Provide payments to the Grantee contingent upon the following items: maintaining consistent participation of 25 families per site, Grantee's maintaining a focus on

graduating 75 families that have completed program requirements by the end of the three-year grant period, timely and full collaboration with NCFL on communication opportunities, short and long-term sustainability opportunities, satisfactory performance and the timely submission of data and progress reports (see Grantee Duties).

- a. Upon receipt of signed contract: 50% of first year grant (upon receipt of signed Agreement)
- b. December 15, 2015 25% of first year
- c. April 15, 2016 25% of first year grant
- d. Grant payments for years two and three will occur in August, November and the following March, contingent upon program results and contract requirements and according to the same percentages as stated above.

8. Provide a project data summary based on the NCFL data requirements for all sites. Unless otherwise specifically set forth in this Agreement, NCFL shall have ownership and the right to use, for any purpose, all information and intellectual property directly or indirectly related to the Grantee's methods, processes and results which the Grantee shall disclose periodically to the National Center for Family Literacy during the performance of this Agreement. Reports are returned to program cities which can be used by the Grantee to plan program improvement strategies.

B. Grantee Duties. Grantee agrees to do the following:

1. Operate directly or under agreement with a collaborating partner, Toyota Family Learning programs as described in the Grantee proposal. Each grant recipient will enroll a minimum cadre of 25 families that will participate in the Toyota Family Learning program year at a minimum (October 2015-May 2016). Parents and families are expected to be involved as follows:

a. Families must participate in Parent and Child Together (PACT) Time® a minimum of two hours per week for the duration of the grant period. Parent and Child Together (PACT) Time is a deliberate attempt to structure family learning that uses the five components of an effective PACT Time experience: planning, preparation, experience, debriefing, and transfer to home, community, and/or school. Activities can take place in the home, community, or at the child's school. By definition, PACT Time must include both the adult and the student learning together.

b. Parents or custodial adults must participate in Parent Time for a minimum of two hours per week. This component should include support for PACT Time needs, and other information as described in program training materials.

c. Participating families must mentor other families. Family mentoring to share the practices of learning together is a major focus that will be guided over the project period through planning and strategic support activities completed by participating

families as they learn together, develop and practice skills to mentor other families, and become more actively involved in their children's education.

d. Family Service Learning participation must be carried out through evidence-based models and approaches that will support community efforts. Participating families are expected to complete a minimum of three service learning activities over the course of the grant year.

2. Use of technology should be infused into all aspects of programming. This can include activities conducted on the Toyota Family Learning site, including the Family Time Machine, and via other digital resources and platforms for the purposes of learning together and sharing the practice of learning with social networks. NCFL will provide guidance and expectations for Grantee staff and families to use technology to learn together and influence other families.

3. All required data must be submitted on time and in accordance with program policies and procedures, including, but not limited to those items set forth in the Toyota Family Learning Evaluation Manual. To the extent possible, Grantee must partner with the appropriate children's school to acquire academic and other data in support of PACT Time participation and impacts. Information on individual children and their families will not be released to the public. Collective information from each Grantee may be released. Collective data and research from all five grantees will be published. Therefore, parent release forms must be signed for participating families. This information will be used for the evaluation and assessment of the program as determined by the research/evaluation design developed by NCFL and/or other evaluation staff. NCFL shall have ownership and the right to use, for any purpose, all information and intellectual property directly or indirectly related to the Grantee's methods, processes, and results which the Grantee shall disclose periodically to NCFL during the performance of this Agreement. Grantee shall have no right, title or interest in any original materials provided by NCFL for incorporation into project materials. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. In addition to the requirements under this section NCFL shall comply with the requirements of **Attachment I, Safeguarding the Confidentiality of Student Records and Information.**

4. Each Grantee must hire and or work with NCFL to designate a Parent Facilitator as mandated through the Toyota Family Learning budget. It is required that Grantee expend a minimum of \$15,000 from grant funds to support this position.

5. There must be a designated person for Grantee that acts as the point person/oversight person who is responsible for guaranteeing that all requirements of Toyota Family Learning are met.

6. Grantee assures that the designated program administrators and other specified program staff and parents participate in NCFL's program orientations and trainings, including the completion of all pre-training assignments that program staff participate in the hosting of technical assistance site visits and all related activities and training as required; that designated and appropriate staff attend the Annual Families Learning Summit and attend all required Toyota Family Learning meetings; and that designated and appropriate staff participate in future training sessions that directly relate to project development and implementation.

7. Grantee must partner with NCFL to promote the Toyota Family Learning program as well as The School Board of Broward County, Florida as an entity modeling the implementation, including spontaneous opportunities hosting events and, securing press attention in accordance with annual communication plans. Grantee will name a communications staff member with whom NCFL and its partners can collaborate related to raising awareness of Toyota Family Learning. Communications staff will work with NCFL to identify and communicate Grantee and family success stories and achievements throughout the program year; beginning with a media event where receipt of the Toyota Family Learning grant is announced in winter or spring 2016 on a Tuesday or Thursday at 10 a.m. Grantees will be expected to follow direct guidance from NCFL and its public relations partner. It is expected that at least 10 families will be present for the event and that invitation lists for dignitaries, community leaders, elected officials, key partners (including existing and potential funders) will be provided by the grantee. Grantees are required to expend funding necessary from the \$3,000 allocation in the grantee budget to make the event a success.

8. Grantee will develop a communications plan in collaboration with NCFL to disseminate information about Toyota Family Learning locally, regionally and nationally (i.e., to legislators, conferences, media, newsletters, Web sites, events, etc.). The plan should include a sustained, year-long approach and will include deliverable outcomes. Any and all media generated at the local or national level should be provided to NCFL at the Grantees earliest possible convenience.

9. Grantees are required to host, under the advisement of NCFL and its public relations partner, at least one significant Family Service Learning activity to highlight for media exposure in the spring/early summer of 2016. These activities will assist the Grantee in gaining support from partners, elected officials and funders with the potential to sustain the program beyond the initial grant period. Funds from the \$3,000 allocation in the grantee budget to support communications event not expended for the grant announcement (described above) should be leveraged to make the significant Family Service Learning spring activity a media success.

10. Grantees are encouraged to hold a yearly graduation event for participating families that meets the required benchmarks as articulated in the evaluation plan. This activity should be part of the Grantee communication plan.

11. A revised budget for year one shall be submitted to NCFL with this signed Agreement. Subsequent budgets shall be submitted to NCFL in July of the year that details the budget for the upcoming year with any carryover dollars included. If budget changes in the amount of 10% or more from one budget category to another are desired during the program year, permission from NCFL's Director of Toyota Family Learning is required. Additionally, each Grantee shall provide a budget summary at the end of each program year which details expenditures against the categories and amounts in the approved original budget and submit to NCFL no later than August 1st of each program year. In the event that all grant monies are not spent in a fiscal year, an official letter of request for approval of carryover amount must be submitted to NCFL by July 30th of that year with that estimated amount of carry over funds added to the next year's budget for designated funding needs.

12. Acknowledge Toyota Family Learning and NCFL in materials, publications, websites, signage, and publicity resulting from the project. Any use of the Toyota Family Learning logo, Toyota logo or National Center for Family Literacy logo must be requested, reviewed and approved by NCFL two weeks prior to publication.

13. Name and refer to each program described herein as Toyota Family Learning.

14. Grantee shall provide NCFL with such financial information and reports with respect to the use of grant funds as NCFL shall request from time to time. Such reports and financial information shall be in a form and substance satisfactory to NCFL.

III. Timeliness

In addition to the specific timelines set forth herein, the Grantee shall perform all of its obligations hereunder in a reasonably timely manner to be determined in the sole discretion of NCFL. Grantee's failure to perform in a reasonably timely manner shall be a material breach of this Agreement and serve as grounds for termination of this Agreement.

IV. Quality of Services Rendered

NCFL reserves the right to review the Grantee's performance under this Agreement for effectiveness in serving the specific purposes for the grant funds and to insure overall quality of the Grantee's performance pursuant to this Agreement. Failure of the Grantee to perform in a manner that meets or exceeds the quality standards for NCFL endorsed programs is to be determined in the sole discretion of NCFL and shall serve as grounds for termination of this Agreement.

V. Relationship of the Parties

Grantee is an independent contractor and not an employee, agent, partner or co-venturer of/or with NCFL. Neither NCFL, nor Grantee, shall represent or imply to any party that it has the

power or authority to enter into a contract or commitment in the name of/or on behalf of the other, or to otherwise bind the other.

VI. Confidentiality

All non-public information regarding the business of NCFL are confidential if they fall under an exemption under Chapter 119, Florida Statutes. If allowed by Chapter 119, Florida Statutes and without prior written consent of NCFL, Grantee shall maintain such information in strict confidence and shall not use it for any other purpose than as may be authorized by NCFL and may not disclose to any other person or entity any confidential information, unless otherwise required by Chapter 119, Florida Statutes, other Florida law or a court of competent jurisdiction. The provisions of this confidential article shall remain in full force and effect after expiration or termination of this Agreement.

VII. Termination

A. Termination Without Cause. NCFL shall have the right, at its sole discretion, to terminate its support of Grantee and/or the Project upon ninety (90) days prior written notice. In the event notice of the termination is given prior to the complete funding of the grant, NCFL shall work with Grantee to assess the financial support needed from NCFL to cover existing commitments made in good faith in connection with the then current funding year. In the event of such termination there shall be a mutually agreed upon public statement and, if requested by NCFL, Grantee shall provide NCFL with audited financial statements reflecting the status of the Project within ninety (90) days after the termination of the Agreement.

B. Termination For Cause. In the event that Grantee fails to timely fulfill, in a reasonably satisfactory manner as determined by NCFL, any material obligation of this Agreement, NCFL reserves the right to immediately terminate the Agreement upon delivery of written notice of termination to Grantee. In the event of such termination the parties agree that: (i) there shall be a mutually agreed upon public statement; (ii) if requested by NCFL, Grantee shall provide NCFL with audited financial statements for the Project within ninety (90) days after the termination of the Agreement; and (iii) if requested by NCFL, Grantee shall promptly return to NCFL all uncommitted and unspent grant monies.

C. Continued Funding. All grants described in this Agreement are contingent upon NCFL receiving funding from Toyota at 100% of levels anticipated. In the event that Toyota discontinues, reduces, or otherwise changes the amount of funding provided to NCFL, NCFL may reduce the funding allocated to the Grantee or terminate this Agreement, including with respect to funds allocated herein. This provision does not affect NCFL's ability to terminate the Agreement without cause or for cause as set forth above.

VIII. Trademarks. The Marks of NCFL which Grantee may use in connection with the Project will be provided to Grantee electronically. Such use shall be subject to the provisions below.

A. Use of Marks. During the term of this Agreement, a party ("Using Party") shall have permission to use the other party's ("Owning Party") trade names, trademarks, and logos

(collectively "Marks") in connection with the Project with the prior written approval of Owning Party in connection with the Project, subject to the following conditions:

B. The Using Party shall not be entitled to use the Owning Party's Marks for any purpose or in connection with any products, services, or programs except as provided by this Agreement.

C. The Using Party shall strictly comply with the Owning Party's guidelines and instructions regarding the use of the Owning Party's Marks as communicated to the Using Party in writing from time to time by the Owning Party.

D. The Using Party shall not register (or aid any third party in registering) the Owning Party's Marks (or confusingly similar marks) or take any action inconsistent with the Owning Party's ownership of the Marks in any way.

E. The Using Party shall not assign or delegate its right and license arising under this Agreement without the prior written consent of the Owning Party.

F. The Owning Party shall have the right to review all materials containing the Owning Party's Marks for approval or disapproval prior to the release of such materials.

G. In addition, NCFL shall have the right to approve all references to NCFL, its partners and operations in the in order to verify the accuracy of factual information concerning NCFL, its affiliates and their respective operations.

IX. Term of Agreement. The initial term of this Agreement shall run from July 1, 2015 through June 30, 2016. NCFL may, in its discretion, continue this Agreement for year two - from July 1, 2016 through June 30, 2017 and year three - July 1, 2017 through June 30, 2018.

X. Tax Exempt Status. Grantee hereby warrants and represents that Grantee is and remains an organization that is both exempt from tax under Section 501(c)(3) of the Code and an organization described in Section 509(a)(1), (2), or (3) of the Code which statuses have been duly confirmed by one or more operative IRS rulings or determination letters, copies of which Grantee has delivered to NCFL. Grantee further warrants and represents to NCFL that to the best of Grantee's knowledge, the facts and circumstances forming the basis for the issuance of said rulings or determination letters has not substantially changed since the date of issuance thereof and such rulings or letters have not been revoked. Grantee will inform NCFL immediately of any change in, or any IRS proposed or actual revocation (whether or not appealed) of, its tax status described above.

XI. Authority. This Agreement does not create a partnership, joint venture or agency relationship between the parties hereto. Neither party shall have the right or authority to bind the other party.

XII. Compliance with Law. Grantee shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, including, but not limited to, the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), and any local governments or political subdivisions that may affect the

performance of services under this Agreement. Without limitation, Grantee shall not discriminate against any person nor shall any person be subject to discrimination in the performance of this Agreement because of race, color, religion, sex, age, sexual orientation, disability, national or ethnic origin, veteran status or any other basis prohibited by state or local law

XIII. Audit. NCFL shall have the right to audit all of Grantee's financial records pertaining to the Project upon ten (10) business days prior written notice to Grantee. Such audit shall be conducted during normal business hours and in a manner that does not cause an unreasonable burden on or disruption to the conduct of business of Grantee.

XIV. Indemnification. Grantee will indemnify, defend and hold harmless NCFL and its directors, officers, employees, partners, agents, successors and assigns ("Affiliates") from and against all losses, liabilities, damages, deficiencies, demands, claims, suits, actions, causes of action, judgments, settlements, assessments, costs of investigation and other expenses (including but not limited to fees, disbursements and other charges of attorneys, accountants, consultants, experts and other professional advisers, interest and penalties) ("Losses") based upon, arising out of or otherwise in respect of any breach or failure or nonfulfillment of any representation, warranty, covenant, undertaking or agreement of Grantee contained in this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

XV. Dispute Resolution. The parties agree to first proceed to mediation before a mutually agreeable mediator in a good faith effort to resolve any claim, dispute or controversy arising out of or relating to the interpretation, application or enforcement of this Agreement, any document or instrument delivered pursuant to or in connection with this Agreement, or any breach of this Agreement or any such document or instrument, with each party to pay its own costs and the mediator's fee to be divided equally between them. Mediation shall take place in Broward County, Florida. In the event mediation proves unsuccessful in resolving the dispute(s), the parties agree that any remaining claims will be settled by arbitration to be held in Louisville, Kentucky in accordance with KRS Chapter 417 as amended and the rules then in effect of the American Arbitration Association or its successor. The arbitration proceeding will not be public, and no party will disclose any of the evidence in the proceeding to any person other than the parties to the proceeding and their counsel, except in a proceeding to enforce the award. The decision of the arbitrator will be final, conclusive, and binding on the parties to the arbitration, and no party will institute any suit with regard to the dispute or controversy except to enforce the award. The parties waive personal service of any process or other papers in the arbitration proceeding, and agree that service may be made in accordance with Attachment I of this Agreement. Each party will pay its pro rata share of the costs and expenses of the arbitration proceeding, and each will separately pay its own attorney fees and expenses.

XVI. Mandatory Arbitration.

A. **Demand for Arbitration:** Any party of this Agreement may at any time demand arbitration. The demand for arbitration shall be in accordance with the notice provision of this Agreement.

B. **List of Arbitrators:** Within five (5) working days after such demand, the Parties shall jointly request a list of arbitrators from the American Arbitration Association. Upon receipt of the list of arbitrators, each party shall mark selections and/or rejections and resubmit the list to the American Arbitration Association. The selections and rejections shall take place within seven (7) calendar days after receipt of the proposed arbitrators from the American Arbitration Association. The Parties shall cooperate with the American Arbitration Association and/or the appointed arbitrator for the purpose of setting an expeditious hearing.

C. **Costs and Expenses:** All costs and fees of the arbitrator and the arbitration shall be borne equally by the parties. Each party may have counsel if they so choose. All expenses of counsel shall be borne by the Party employing said counsel.

D. **Binding Nature of Decision:** The decision of the arbitrator shall be final and binding upon the Parties hereto and judgment on such award may be entered by either Party in the highest Court, State, or Federal having jurisdiction over the matter. The Parties stipulate that the arbitration provisions hereof shall be a complete defense to any suit, action or proceeding instituted in any Federal, State or Local Court or before any administrative tribunal with respect to any dispute, controversy or alleged breach of this Agreement. The arbitration provisions of this Agreement shall survive the termination or expiration of this Agreement.

XVII. Construction. This Agreement shall not be construed against any party by reason of such party having caused this Agreement to be drafted.

XVIII. Execution. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

XIX. Miscellaneous. If any part of this Agreement is held by any court or administrative agency to be prohibited by any law, regulation or rule applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced to the greatest extent allowed by law, or if such part is totally unenforceable as if this Agreement did not contain that particular part. This Agreement, together with any policies and procedures issued by NCFL from time to time, shall constitute the entire agreement of the parties and supersedes all prior understanding with respect to the subject matter hereof. No change, modification, addition or termination of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date set forth below:

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FOR NATIONAL CENTER FOR FAMILIES LEARNING

National Center for Families Learning
Waterfront Plaza, Suite 300
325 West Main Street
Louisville, Kentucky 40202

By: Lyndy Allen
Lynda Alexander, CFO
National Center for Family Literacy

Date: 9/14/15

FOR THE SCHOOL BOARD OF BROWARD COUNTY

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

For the Lynn Seagraves - Addams 9-14-15

Office of the General Counsel

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