

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ReServe Elder Service, Inc.
(hereinafter referred to as “ ReServe ”),
whose principal place of business is
7700 North Kendall Drive
Miami, Florida 33176.

WHEREAS, ReServe shall provide SBBC with Attendance Success Coaches to work in joint partnership with the STUDENT SERVICES DEPARTMENT to address chronic absenteeism in identified Title I schools; and

WHEREAS, ReServe shall recruit, identify, interview and recommend ReServe Attendance Success Coach for placement at sites pre-determined by STUDENT SERVICES DEPARTMENT, subject to the provisions herein. Students Services Department shall have the right to ask for a change of Member if the individual is not performing satisfactorily after a mutual evaluation by ReServe and Student Services Department. If the Attendance Success Coach is removed, ReServe will endeavor to replace the Coach as expeditiously as possible. However, there is no guarantee that a replacement will be provided after a termination; and

WHEREAS, ReServe shall ensure that the ReServe Attendance Success Coach it recruits are qualified for the service position and are trained to deliver the services required; and

WHEREAS, All ReServe Attendance Success Coaches shall undergo Broward County Public School’s criminal history and fingerprint check prior to working in the STUDENT SERVICES DEPARTMENT. ReServe shall be responsible for coordinating and fulfilling this procedure; and

WHEREAS, ReServe shall provide ongoing member support (at least one site visit per year, plus regular telephone and/or email contact); and

WHEREAS, ReServe shall process ReServe Attendance Success Coaches timesheets and biweekly payroll reports to the ReServe program manager; and

WHEREAS, ReServe shall engage a third party subcontractor, Next Source, to disburse member stipends biweekly and assume responsibility for payroll tax liability, statutory withholding (social security, Medicare, and unemployment insurance) and worker's compensation. All ReServe Attendance Success Coaches will sign agreements with Next Source; and

WHEREAS, Neither ReServe nor ReServe Attendance Success Coaches shall be deemed employees of Broward County Public Schools. ReServe shall take appropriate measures to ensure that ReServe Attendance Success Coaches who perform services pursuant to this agreement are competent to do so, and that they are adequately covered by Next Source's General Liability, Automotive Liability, Employee Liability, and Worker's Compensation Insurance; and.

WHEREAS, ReServe Success Coaches are "school officials" for the purpose of this Agreement and will be permitted to receive limited information from education records, which are protected by the Family Educational Rights and Privacy Act (FERPA). The information from education records ReServe Attendance Success Coaches receive shall be limited to that which is necessary for them to carry out the responsibilities listed in Section 2.03 of this agreement, and it may not be re-disclosed to any outside entity or individual without the written consent of the parent, guardian or eligible student (age 18 or over).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on June 30, 2017.

2.02 Responsibilities of SBBC:

ReServe Attendance Success Coach

1. STUDENT SERVICES DEPARTMENT shall identify and support staff persons (and backup) from the organization to serve as the Site Supervisor (and key contact) for ReServe Attendance Success Coach during their hours of service. The site supervisor(s) shall attend an orientation session before the program is underway. Staff to ensure that parties' responsibilities are complete and accurate.
2. STUDENT SERVICES DEPARTMENT shall make its best efforts to integrate member(s) into the Student Services Department. To that end, STUDENT SERVICES DEPARTMENT shall:
 - a. Inform member(s) about the Student Services Department's rules of conduct and appropriate behavior, including procedures for communicating service hours and absences;
 - b. Share agency policy manuals and/or handbooks;
 - c. Introduce member(s) to other organization staff and invite member(s) to staff functions; including, but not limited to Connect For Success Orientation & Training and faculty meetings;
 - d. Provide at least one desk, computer, phone access and designated work space for each member.
 - e. Provide access to student information, to include demographics, attendance, grades and discipline records, as well as receive verbal information from teachers and school staff, as is necessary to provide the most comprehensive services to the identified students. The attendance success coach may not re-disclose the information to an outside individual or entity (including community providers and agencies) without the written consent of the parent, guardian or student age 18 or over.
 - f. Provide an equitable balance of the number of students per ReServists per school and if students relocate or are removed from the program, new students requiring attendance support, will be assigned in their place.
3. STUDENT SERVICES DEPARTMENT shall permit ReServe's designated representatives, upon reasonable advance notice, to visit the Student Services Department to ensure the success of the ReServe placement. Where possible, STUDENT SERVICES DEPARTMENT will assist ReServe in collecting data about the performance of students being helped by ReServe Attendance Success Coach.
4. The designated Site Supervisor shall sign member timesheets for direct services delivered and training received onsite. STUDENT SERVICES DEPARTMENT shall ensure accuracy of hours served and approve reported service time on TAMS, a Web-based time-keeping portal hosted by Next Source.
5. STUDENT SERVICES DEPARTMENT agrees to communicate immediately with ReServe Program Officer regarding member performance issues or other program concerns.
 - a. Document member performance/personnel issues in writing, including actions taken toward resolution.
 - b. Coordinate with ReServe staff to plan for any removal or transfer of member.

6. If a ReServe Attendance Success Coach is terminated or leaves the program for any reason, STUDENT SERVICES DEPARTMENT may not hire the member or employ the member in other services for a period of one year after termination.

Payment

In order to obtain payment, ReServe shall submit a proper and appropriate invoice to SBBC for the cost of each ReServe Attendance Success Coach at **\$15 per hour** for the 2016-2017 school year for up to a total of \$288,000. SBBC must provide purchase order/s. SBBC agrees to provide payment within 30 days after receipt of said invoice. SBBC will provide the name and contact information for the financial officer responsible for payments to ReServe, prior to commencing the service term. Failure to fulfill the payment terms will result in member's removal from the site(s).

2.03 **Responsibilities of ReServe Attendance Success Coach:**

1. Each ReServe Attendance Support Coach will serve a total of approximately 450 hours from August 15, 2016 to June 2017 (inclusive of training) working approximately 15 hours per week for 30 weeks at STUDENT SERVICES DEPARTMENT's designated sites. During this time, each ReServe Attendance Success Coach shall perform the activities clarified in STUDENT SERVICES DEPARTMENT's service position description, which may include:
2. **Check-in daily:** "Meet & greet" students each morning, immediately contact them if they are absent, motivate and educate students about the importance of daily attendance, help develop strategies and habits for success, and help develop and implement supports and interventions when needed.
3. **Serve as students' voices to principals and inform teachers weekly:** Share relevant updates on students' progress and possible useful interventions to teachers. Maintain direct contact, where appropriate, with other Student Services Department personnel and Student Services Department-linked/based community organizations.
4. **Engage parents frequently:** Develop a positive relationship with students' parents and/or guardians. This will include proactive discussions on how to improve attendance and Student Services Department engagement, phone calls, letters, and/or emails to parents when students are absent.
5. **Motivate and connect daily:** Engage and connect students to relevant programs and services at Student Services Department and in their community. Identify opportunities to celebrate strengths.
6. **Identify problems** that contribute to student absences & develop interventions to remediate the situation.

2.04 **Workplace Safety.** STUDENT SERVICES DEPARTMENT represents and warrants that the work location(s) of ReServe Attendance Success Coach are safe and comply generally with all Occupational Safety and Health Act (OSHA), Title III of the Americans with Disabilities Act (ADA) and other laws, rules and regulations applicable to such locations(s), and STUDENT SERVICES DEPARTMENT holds ReServe harmless from any and all damages resulting from a breach of this representation and warranty.

1. **Consent.** Each of the parties hereto consents to the mention of its name in materials to inform the public of ReServe's mission and to generate interest in opportunities among the older adult community.

2.05 **Inspection of ReServe's Records by SBBC.** *ReServe* shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All *ReServe's* Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by *ReServe* or any of *ReServe's* payees pursuant to this Agreement. *ReServe's* Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. *ReServe's* Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **ReServe's Records Defined.** For the purposes of this Agreement, the term "*ReServe's* Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *ReServe's* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *ReServe* pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide *ReServe* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to *ReServe's* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by *ReServe* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall

constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *ReServe*'s claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *ReServe* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *ReServe*. If the audit discloses billings or charges to which *ReServe* is not contractually entitled, *ReServe* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *ReServe* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *ReServe* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *ReServe* pursuant to this Agreement and such excluded costs shall become the liability of *ReServe*.

(h) Inspector General Audits. *ReServe* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: *Director, Student Services Department*
1400 NW 14 Court
Fort Lauderdale, FL 33311

To Doreen LoCicero: *Doreen LoCicero, Director*
ReServe South Florida
7700 North Kendall Drive
Miami, FL 33156

With a Copy to:

Laura Traynor, Director
ReServe
633 3rd Ave., 6th Floor
New York, NY 10017

Joseph Giannetto, COO
Fedcap
633 3rd Ave., 6th Floor
New York, NY 10017

2.08 **Background Screening.** *ReServe* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *ReServe* or its personnel providing any services under the conditions described in the previous sentence. *ReServe* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *ReServe* and its personnel. The parties agree that the failure of *ReServe* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *ReServe* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from *ReServe*'s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Family Educational Rights and Privacy Act (FERPA) Compliance.**

In addition to the requirements under Section 3.10, Student Records, *ReServe* will comply with the requirements of **Attachment A**, Safeguarding the Confidentiality of Student Records and Information.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** 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.

3.02 **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. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be

cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** 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.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Liability.** 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.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By *ReServe*: *ReServe* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *ReServe*, its agents, servants or employees; the equipment of *ReServe Name*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *ReServe* or the negligence of *ReServe's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *ReServe*, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office of
the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.05.27 13:36:11 -04'00'

Office of the General Counsel

FOR RESERVE

(Corporate Seal)

ReServe Elder Services, Inc.

By _____

ATTEST:

, Secretary
-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me this 25th day of May, 2016 by Christine McHahon of Reserve Elder Service, Inc. on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires: 12/28/17


Signature - Notary Public

Amy Reisner
Printed Name of Notary

01 RE6215281
Notary's Commission No.

(SEAL)



ATTACHMENT "A"

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement further agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

(3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

(4) Ensure that all employees, appointees or agents of each party to this Agreement who are granted access to shared student records will have successfully completed (a) the background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards and (b) a FERPA training webinar, as it may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website:

<http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice. Any provisions within this Agreement concerning the resolution of disputes shall not be applicable to a breach of the requirements of this Attachment "A."

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to The School Board of Broward County, Florida ("SBBC") or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SBBC.