

**SENIOR ONLY MODEL  
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

**THE FLORIDA ENDOWMENT FOUNDATION FOR FLORIDA'S GRADUATES  
INC.,**

A Florida Not-for-profit corporation d/b/a JOBS FOR FLORIDA'S  
GRADUATES

(hereinafter referred to as "JFG"),  
whose principal place of business is  
306 South Oceanshore Blvd., Flagler Beach, FL 32136

**WHEREAS**, this Agreement entered into between SBBC and The Foundation outlines the elements of a partnership to successfully implement and sustain the Jobs for Florida's Graduates (JFG) program at South Plantation High School; and

**WHEREAS**, The Foundation offers a family of educational enrichment programs designed to assist parents and educators in creating socially-adept, academically-capable, self-disciplined, and goal-oriented young people who are prepared to capitalize fully on their future opportunities including Jobs for Florida's Graduates, Girls Get IT, VOICE and SUPERB; and

**WHEREAS**, JFG is nationally accredited by and affiliated with Jobs for America's Graduates (JAG) and is funded primarily by corporate and foundation contributions, public sector grants and participating school funds; and

**WHEREAS**, JFG was specifically designed to achieve successful transition through high school graduation with clearly defined personal, educational and career goals in accordance with Florida state law governing Sunshine State Standards, Career Academies, Career Exploration and Bullying; and

**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 on July 1, 2016 and conclude on June, 30, 2017. It is mutually agreed that efforts will be made to continue the JFG program next school year based on the availability of funding, and adequate number of students to make the program cost effective, and mutual satisfaction with the program based on this Agreement.

2.02 **Contract Deliverables-JFG:** JFG is committed to a world-class program with continuous evaluation that will be maintained through on-site supervision, JFG management and JAG accreditation; the responsibilities of JFG include:

1. Establish JFG from July 1, 2016 to June 30, 2017 through a mutually beneficial partnership between The Foundation and SBBC as operator of South Plantation High School.
2. Maintain an active, involved Board of Directors to provide oversight to the implementation, operation, and continuous improvement of programs in Florida that satisfies the accreditation standards.
3. Provide technical assistance and training to the JFG Treasure Hunter and other key staff of the participating school on the successful implementation and operation of JFG.
4. Provide curriculum and essential tools such as a treasure hunter handbook, career association handbook, and high school curriculum guide, as well as program materials, and national communications to the JFG Treasure Hunter.
5. Provide staff development experiences for all JFG Treasure Hunters to assure understanding of the JFG and to share best practices through planned local, state and national staff development opportunities.
6. Provide staff support and at least 4 quarterly quality assurance reviews, site visits and regular monitoring.
7. Conduct periodic school visits and reviews, and assist JFG in its accreditation process to ensure conformity with the performance standards as promulgated by JFG and JAG.
8. The Agreement is for the 2016-2017 school year and is due back to the Foundation by 4:00 pm on Friday June 10<sup>th</sup>, 2016. Agreements not received by June 10<sup>th</sup> will forfeit the grant award. Funds will be paid in accordance with performance and outcomes in February 2017 (\$20,000) and August 2017 (\$20,000) to offset the cost of an FTE assigned teacher to teach and mentor fifty (50) high school seniors for elective credit. Funds can be used to offset time, professional development, stipends, travel, field trips and other items directly related to implementing the

program. This a performance based grant. Funds may or may not be prorated in the case of a lack of performance in any one or all areas spelled out in this agreement.

9. Collaboratively supervise and manage the JFG Treasure Hunter who is employed by the School District.
10. Make available its copyrighted model books and materials, operational guides, administrative manuals, electronic data management systems, etc.
11. Assist with full implementation of the Electronic Data Management System (e-NDMS), which is designed to track students, services and outcomes for determining the effectiveness of the program based on specific performance standards. State affiliates have access to the national database, which produces management information for decision-making and program/staff evaluation purposes.
12. Coordinate trainings, professional development and student events.
13. The partners mutually agree that JFG will operate within the principles, policies, procedures and JAG standards as outlined in this agreement.
14. Training for the JFG Program will be held on August 2 and August 3, 2016 for Treasure Hunters and August 4, 2016 for Site Supervisors.

#### 2.03 Contract Deliverables-SBBC:

1. Employ a full-time, teaching-certified individual who is qualified to fulfill the responsibilities of the JFG Treasure Hunter and is not given any additional task other than JFG. It is preferred that the JFG Program Supervisor be invited to take part in the interview process of the JFG Treasure Hunter. The teacher may not be a first year teacher.
2. Provide the balance of the salary and benefits for the JFG Treasure Hunter above the grant award contribution by JFG, and contribute as in-kind services the use of appropriate classroom space, office space, utilities, telephone and computer, with access to a fax machine and/or scanner.
3. Provide the JFG Program Model for the entire year as a regularly scheduled class or classes, in addition to classroom space for counseling opportunities, marketing, and data entry outside of regularly scheduled classes.
4. Provide follow-up services, including employer marketing, job development, and placement services for twelve (12) months.
5. Assure that an Advisory Committee has been established to assist the JFG Treasure Hunter in recruiting, screening and selecting participants most in need of services. The Advisory Committee and JFG Treasure Hunter are mutually responsible for recruiting, screening, and selecting participants who satisfy JFG criteria.
6. Provide scheduled time and access to JFG participants and their records for the purpose of identifying, screening, selecting, and enrolling qualified individuals.
7. Provide classroom space exclusively for the JFG students and Treasure Hunter as well as the use of other school facilities and equipment necessary to deliver the services of a JFG program. Allow students frequent and unrestricted access to computers to satisfy curriculum and data requirements.

8. Ensure selected JFG students attend the JAG National Student Leadership Conference in Washington, D.C. and Career Development Conference in Florida by securing transportation and supplies needed for students to attend these events.
9. Support JFG efforts to involve parents, family, employers, and community to meet the needs of JFG participants, and ensure full cooperation and participation during the post-graduation follow-up period.
10. Work with the JFG Treasure Hunter and provide performance evaluations and assistance to achieve full compliance to the JFG program standards.
11. Provide mandatory release time for the JFG Treasure Hunter to perform off campus employer marketing, job development, and placement responsibilities. Documentation of employer marketing (i.e., log and business cards) must be on file. Active personal contacts with employers throughout the program year are essential to a successful JFG Program.
12. Ensure attendance at mandatory JFG staff meetings and cover all costs for travel and lodging to attend the annual JAG National Training Seminar.
13. Establish a supervisor that attends mandatory JFG training and that supports the JAG Program Model. The JFG Supervisor will be responsible for the oversight of the JAG Program Model. Ensure that the JFG Supervisor, Treasure Hunter and Principal fulfill the responsibilities of these JFG Assurances and achieve the performance standards of the JFG Program Model.
14. Both the Principal and the Site Supervisor are required to meet with the Foundations Director to ensure a thorough understanding of the JFG program and the requirements of this agreement.
15. Provide adequate supervision to ensure that the JFG Treasure Hunter fulfills the responsibilities of these JFG Assurances and achieves the performance standards of the JAG Program Model.
16. The JFG Supervisor and the Principal provide supervision and assistance to ensure that the JFG Treasure Hunter fulfills the responsibilities of the JFG Assurances and achieves the performance standards of the JAG Program Model.
17. Allow attendance to mandatory JFG Supervisor/Principal meetings with JFG.
18. Assists the JFG Treasure Hunter to establish an Advisory Committee, which provides assistance in recruiting, screening and selecting participants most in need of services.
19. Oversees the submission of the required documentation to JFG, as requested.
  - Requested by the 10<sup>th</sup> of each month:
    - Newsletter with pictures
20. Support JFG information requests in a timely and thorough manner including but not limited to: planning documents, schedules, student success stories, best practices, quality improvement recommendations, student test scores, student demographic information, student grades and student social security numbers.
21. Site Supervisor submits a Site Supervisor Report, as requested by JFG, once a year.
22. Oversee and ensure that information in the database system is accurate and is entered timely, including JFG pre/post-test information, daily model services, follow-up information, and progress reports.

23. Assist JFG Treasure Hunter to obtain the required number of competencies, contact hours, community service hours and work-based learning experiences, as required by the JAG Program Model.
24. Ensures that the JFG site has an active Career Association and provides assistance in working toward completion of the association's required activities. Career Association minutes and sign-in sheets must be kept on file.
25. Allow for a minimum of three educational field trips with students per year (1 field trip must be to a post-secondary institute). Allow for the JFG Treasure Hunter to bring in a minimum of six guest speakers per year.
26. Provides assistance to secure all mandatory documentation required by JFG in participants' folders, participants' portfolios and Treasure Hunter's portfolios.
27. Ensures that the JFG Treasure Hunter is following the Marketing Plan and Career Association Plan of Work. Supports the JFG Treasure Hunter in reaching out to community partners/business leaders.
28. Ensures that the JFG Treasure achieves the program outcomes listed above, meets the required number of students that are enrolled and complete the class, achieves the contact hour goals by category and meets all due dates which are referenced in the JFG Calendar.
29. Training for the JFG Program will be held August 2 and August 3, 2016 and the Treasure Hunter is required to attend.
30. The partners mutually agree that JFG will operate within the principles, policies, procedures and JAG standards as outlined in this agreement.

2.04      **Function of the JFG Treasure Hunter:** the responsibility of the JFG Treasure Hunter include, but are not limited to:

1. Recruit and select the required minimum number of qualified participants to the program who satisfy the criteria as set out by JFG. Since participation in the JFG program is limited, students must need, want, and be able to benefit from the services available and the follow-up phase of the program.
2. Establish an Advisory Committee to assist in recruiting, screening and selecting participants most in need of services. The Advisory Committee also provides on-going support for participants and the JFG program. The Advisory Committee and JFG Treasure Hunter are mutually responsible for recruiting, screening, and selecting potential participants who satisfy JFG criteria. The JFG Treasure Hunter is ultimately responsible for the final selection process of the participants who qualify for the JFG model.
3. Delivers the curriculum developed by the National JAG organization. Participants are expected to master all required competencies for the model program that they are attending.
4. Establishes and organizes a highly motivational, career-oriented student-led organization. Each participant is a member of the Career Association for purposes of

belonging, creating a sense of ownership, building self-esteem, and developing leadership and fellowship skills. Each participant is required to give a minimum 10 hours of community service. Incorporate community service into the program to increase student awareness of community needs and develop leadership, fellowship, and teamwork skills.

5. Achieves an average of at least 120 contact hours per student annually by teaching and mentoring Employability Skills, Career Association, Community Service, Guidance & Counseling, Field Trips/Guest Speakers, Academic Remediation, and Work Based Learning.
6. Conducts an Installation and Initiation Ceremony for JFG Career Association Members and Officers.
7. Attends and encourages participation in mandatory state conferences, Student Leadership Conferences and Career Development Conferences.
8. Assists with academic remediation and tutoring.
9. Provides any necessary services required to help participants overcome barriers to stay in school, graduate, become employed and/or pursue a postsecondary education.
10. Provides career counseling and personal counseling, as needed. Refers to school or community based services, as needed, to help overcome barriers to graduation, employment, career entry and/or advancement.
11. Attends JFG staff development and mandatory quarterly meetings. Works with JFG Supervisor to assist with special events.
12. Develops work-based learning and/or job shadowing experiences linked to the JFG curriculum to enhance student learning and specific occupational skills in their chosen career field. Develops jobs, internships or apprenticeship opportunities for JFG graduates.
13. Contacts graduates and non-graduates monthly for twelve (12) consecutive months.
14. Maintains, completes and submits all paper and electronic documentation, as required by JFG on the appropriate deadlines.
15. Attends the JAG National Training Seminar in July of each year.
16. Develops relations with business partners, community and government organizations and promotes student success, achievement and program goals.
17. Allow for a minimum of three educational field trips with students per year (1 field trip must be to a post-secondary institute). Allow for the JFG Treasure Hunter to bring in a minimum of six guest speakers per year.
18. Ensures that the JFG Treasure achieves the program outcomes listed above, meets the required number of students that are enrolled and complete the class, achieves the contact hour goals by category and meets all due dates which are referenced in the JFG Calendar.
19. Submits required documentation to JFG, as requested, by deadlines including but not limited to:
  - Signed Roster
  - Employer Marketing Plans
  - Newsletter with pictures
  - Career Association Plan of Work
  - Student Stories, Best Practices, and other Shared Classroom ideas

- Student test scores, grades, discipline and behavior information, demographics, and social security numbers
20. The partners mutually agree that JFG will operate within the principles, policies, procedures and JAG standards as outlined in this agreement.

2.05 **Performance Goals:** The JFG 2016-17 school year is focused on the 12<sup>th</sup> grade to post graduation transition to ensure that students are prepared to maximize their early adulthood opportunities such as college, work and / or military service through the following performance goals.

#### 12<sup>th</sup> Grade Performance Goals

- Build strong partnerships with family, community, business and colleges
- Develop individualized development plans specifying school to career goals for each student
- 90% graduation rate
- 60% decline in discipline referrals
- 25% improvement in GPA
- 25% increase in attendance
- 90% participation rate in the Career Association;
- 90% participation rate in Service Learning;
- 60% civilian and military job placement rate (graduates); and
- 30% advancement to post-secondary education rate (graduates)

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: Principal, South Plantation High School  
1300 SW 54 Avenue  
Plantation, Florida 33317

To JFG: Heather Beaven, Chief Executive Officer  
306 South Oceanshore Blvd.  
Flagler Beach, Florida 32136

With a Copy to: Douglas Beaven, President  
306 South Oceanshore Blvd  
Flagler Beach, Florida 32136



2.07 **Background Screening.** JFG 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 JFG or its personnel providing any services under the conditions described in the previous sentence. JFG 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 JFG and its personnel. The parties agree that the failure of JFG 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. JFG 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 JFG's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

### **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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by 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 and state laws, 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 effect 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 JFG: JFG 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 JFG, its agents, servants or employees; the equipment of *Insert Name*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of JFG or the negligence of JFG'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 JFG, SBBC or otherwise.

3.27 **Travel.** Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** JFG agrees to comply with all School Board Policies, local, state and federal laws.

3.29 **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.

**FOR SBBC**

(Corporate Seal)

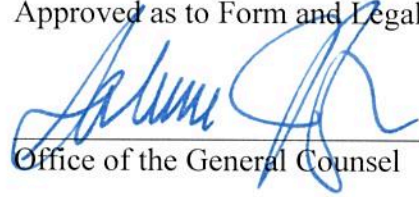
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

**FOR JFG**

(Corporate Seal)

ATTEST:

By \_\_\_\_\_  
\_\_\_\_\_, Secretary Heather Beaven-CEO-The Foundation  
-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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
of \_\_\_\_\_

\_\_\_\_\_  
Name of Person  
, on behalf of the  
corporation/agency.

Name of Corporation or 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:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.