

**SCHOOL BOARD BROWARD COUNTY, FLORIDA
THE UNIVERSITY OF VIRGINIA SCHOOL TURNAROUND
PROGRAM AGREEMENT
COHORT 15**

This University of Virginia School Turnaround Program Agreement (the "Agreement"), dated as of August 9, 2017 (the "Commencement Date"), by and between the University of Virginia Darden School Foundation, on behalf of the Darden/Curry Partnership for Leaders in Education (the "PLE") located at 100 Darden Blvd., Charlottesville, VA, 22903 and The School Board of Broward County, Florida (the "Client") located at 600 SE Third Avenue, Fort Lauderdale, Florida, 33301.

RECITALS

WHEREAS, the PLE has developed the University of Virginia School Turnaround Program and is providing executive education programs, materials and services on a timely basis to education leaders engaged in executive school turnaround initiatives; and

WHEREAS, Client wishes to contract with the PLE so that select school district and Client personnel may register to participate in the University of Virginia School Turnaround Program (the "Program").

NOW, THEREFORE, the parties hereby agree as follows:

1. Criteria for Participation

A. *The Client*

- Agrees to provide PLE staff/faculty with access to senior district staff in order to conduct a district readiness assessment.
- Agrees to the PLE criteria for selection of participating school(s)
- Agrees to PLE competency-based protocol and criteria for the selection of a number of principals to participate in the Program as set forth in Attachment A (the "Statement of Work"). These principals, though chosen by the Client, will be mutually agreed upon by both parties hereto in order to participate in the Program.
- Agrees to send principals of its turnaround schools ("Turnaround Principals") to all aspects of the Program as set forth in the Statement of Work.
- Agrees to designate a senior staff member from the Client's central office (the "District Shepherd") who shall be charged with overseeing the district's turnaround initiative.
- Agrees to send members of the district centrally involved in the turnaround effort (inclusive of the District Shepherd), designated as the "district

turnaround team”, to all aspects of the Program as set forth in the Statement of Work.

- Agrees to send 3 members of each school, in addition to the school principal, to the mid-year retreats.
- Agrees to ensure that the District Shepherd has the authority, resources and support necessary to provide participating turnaround schools with differentiated support, clear expectations and consistent performance monitoring.
- Agrees to ensure that the District Shepherd and/or a member of the District Shepherd’s team is in each of the participating schools on a weekly basis and is available to the Turnaround Principals for the purpose of answering questions, discussing issues and communicating information relative to the turnaround effort.
- Agrees to provide active and ongoing support for the Program, including communication with PLE.
- Agrees to meet the deadlines for notifying PLE of selection of personnel and school(s) participating in the Program.
- Agrees to provide PLE with the necessary background information regarding the Client’s criteria for selecting the participating school(s) and Turnaround Principal(s).
- Agrees to provide PLE researchers with access to participating schools and relevant data in order to enhance PLE services and assess the quality of the client’s experiences.

B. The Participating School Selected by the Client

- Will be a Title I school or another school performing in the bottom third of the district’s schools, with supporting evidence based on state or district-supported comprehensive test scores.¹

C. Turnaround Principals Selected by the Client

- Will have demonstrated leadership potential in education or possess leadership experience within a large organization.
- Will have cleared a minimum threshold score, established by the PLE and communicated in advance of the interviews, during their competency-based behavior event interview.²

2. Scope of the Program

The University of Virginia School Turnaround Program is designed as a multiple year program that includes many components. This contract is to fund two of the most critical components:

¹ Exceptions may be made for small districts with fewer than 30 overall schools within the district

² Exceptions may be made only if agreed to by both parties hereto

- A. Turnaround Leadership Boot Camp** –This 3.5-day executive education program at the University of Virginia Darden School of Business (“Darden”) brings together leaders from across the country preparing to launch bold turnaround initiatives.

Boot Camp:

- Inspires district leadership to embolden their turnaround plan, strengthen the impact of their assessment and curriculum strategy and rethink the support and accountability schools currently receive.
- Equips leaders with knowledge to face some of the most challenging, yet rewarding work of their careers.
- Helps leaders develop a strategy to redefine their relationship with schools and identify school-by-school needs, ensuring that each school's root-cause needs inform the turnaround plan.

- B. Cohort Mid-Year Retreats** - Two-to-three day executive education retreat will be held in January or February of 2019. The focus will be strengthening teamwork, deepening data cycle & teacher ownership of data, empowering change agents and making strategic mid-course corrections.

3. Statement of Work

PLE agrees to deliver the Program as set forth in the Statement of Work.

4. Program Fee and Payment

The Client shall pay the PLE for participation in the Program as set forth on Attachment B (the “Fee”). The parties agree that the Fee is sufficient to complete the Program as currently specified in this Agreement and the Statement of Work.

Payment for participation in the Program shall be due within 30 days after Client's receipt of the appropriate invoices for services to be provided. Payment for any additional services or support agreed to by the PLE and the Client (such as additional faculty support request under Section 2(D)), shall be payable within 30 days after receipt of the related PLE invoice.

Participant travel expenses to and from all programs are not included in the Fee and are the responsibility of the Client.

5. Rescheduling and Cancellation

In the event the Client cancels all or part of the Program, the Client will only be responsible for costs associated with services already delivered, third party cancellation charges and up to 50% of stated charges for services within thirty-

one days (31) prior of the cancellation date. Notwithstanding the foregoing, if the PLE is able to find an acceptable qualified substitute candidate for the Program cancelled by the Client in a timely manner, the PLE shall refund or pro-rate the Program Costs Fee accordingly. Outside of any third party cancellation charges, the parties further agree that Client shall not be charged for any other Program services cancelled more than 31 days in advance.

6. Intellectual Property

The copyright and all other intellectual property rights for all existing and new PLE materials used by the PLE for the Program are held by the PLE. Client acknowledges that the title and ownership to the PLE materials and any other third party materials delivered by PLE to Client and its personnel shall remain with the PLE or their respective copyright holders. Client hereby is granted permission to use the PLE materials only for internal Client training purposes, including any internal copying and distribution as necessary to carry out such internal training

7. Notices

Notices required or permitted hereunder shall be sufficient if mailed, postage prepaid, and addressed as follows:

If to the Client:
Vega Hudge
Director of Service Quality
School District of Broward County
600 SE Third Avenue
Ft. Lauderdale, FL 33301

If to the PLE:
William Robinson
Executive Director
Partnership for Leaders in Education
Darden School of Business
100 Darden Boulevard
Charlottesville, VA 22903

With a copy to:
Charles Heckel
Treasurer
University of Virginia Darden School Foundation
Charlottesville, VA 22906

8. Representations and Warranties

Each party hereto hereby warrants and represents that it has the right to enter into this Agreement and to grant the rights herein granted and that has not and will not assign, pledge or encumber such rights.

9. Relationship of Parties

Nothing herein shall be construed to imply a joint venture, partnership or principal-agent relationship between the parties and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation,

express or implied, on behalf of the other party. Nothing in this Agreement or in the relationship between the Client and the PLE will be deemed to require either party to be or act as the fiduciary or trustee for the other, or otherwise to act as a fiduciary or trustee hereunder.

10. Assignment

Neither party hereto may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

11. Term

Unless terminated earlier in accordance with its terms, this Agreement shall expire 3 years after the Commencement Date. The warranties, representations and covenants herein contained shall survive the expiration or earlier termination of this Agreement for a period of one year from such termination or expiration.

12. Waiver

A waiver of any breach of this Agreement, or of any of the terms or conditions by either party, shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof. No waiver shall be valid or binding unless it shall be in writing and signed by the parties.

13. Governing Law

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.

14. Entire Agreement

This Agreement evidences the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, contracts, communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing executed by authorized representatives of both parties.

15. DISCLAIMER OF WARRANTY

THE UNIVERSITY OF VIRGINIA, THE UNIVERSITY OF VIRGINIA DARDEN SCHOOL FOUNDATION AND THE PLE EXPRESSLY DISCLAIM, AND

CLIENT HEREBY EXPRESSLY WAIVES, ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

16. LIMITATION OF 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 Client: Client 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 PLE: PLE agrees to indemnify, hold harmless and defend CLIENT, 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 Client, 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 PLE, its agents, servants or employees; the equipment of, its agents, servants or employees while such equipment is on premises owned or controlled by Client; or the negligence of PLE or the negligence of PLE'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including Client's property, and injury or death of any person whether employed by PLE, Client or otherwise.

17. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Agreement may be executed with a facsimile signature.

18. Termination

The Client reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days' notice to PLE. If the Agreement is terminated for convenience as provided herein, the Client will be relieved of all obligations under said Agreement and the Client will only be required to pay that amount of the Agreement actually performed to the date of termination (as well as any third party cancellation costs incurred by PLE).

19. Incorporation by Reference

Attachments A and B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

20. Excess Funds

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

21. 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.

22. Insurance

Client shall comply with the following insurance requirements throughout the term of this Agreement.

General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate.

Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

PLE shall comply with the following insurance requirements throughout the term of this Agreement.

General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate.

Workers' Compensation. Virginia Statutory limits in accordance with Virginia law.

Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, CLIENT has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by CLIENT before any work commences to permit Awardee time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with CLIENT without the minimum required insurance coverage and must notify CLIENT within two business days if required insurance is cancelled.

23. Student Records

Client will not disclose or provide access to education records to PLE pursuant to this agreement. Notwithstanding any provision to the contrary within this Agreement, any party contracting with CLIENT 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 CLIENT and its officers and employees for any violation of this section, including, without limitation, defending CLIENT and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon CLIENT, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon

CLIENT 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

FOR CLIENT

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Abby M. Freedman, Chair

Date

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith Digitally signed by Janette M. Smith
Date: 2017.09.20 16:15:30 -04'00'

Office of the General Counsel

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SIGNATURE PAGE TO FOLLOW**

FOR PLE

University of Virginia Darden School Foundation, on behalf of the Darden/Curry Partnership for Leaders in Education

[Signature]
Witness

[Signature]
Witness

William Robinson
Signature

William Robinson
Printed Name

9/20/17
Date

STATE OF VA

COUNTY OF ALBEMARLE

The foregoing instrument was acknowledged before me by WILLIAM S. ROBINSON
Insert Name Here

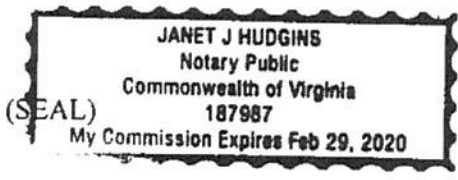
who is personally known to me or who produced DRIVERS LICENSE as
Type of Identification

identification and who did/did not first take an oath this 20 day of SEPTEMBER, 2017

My Commission Expires:

[Signature]
Signature - Notary Public

JANET J. HUDGINS
Notary's Printed Name



187987
Notary's Commission No.

Attachment A
The Statement of Work

As a part of the Program registration and the overall Program, identified principals and district leaders will participate in an interview training and administration as noted below.

Components	Month	Location	Participants
Behavioral Event Interviews (2 days) <ul style="list-style-type: none"> Day One- Training for five Broward County Schools District Leaders Day Two- Administration of BEI for four principals or assistant principals Debrief each principal in small teams and debrief overall results collectively. 	October – December 2017	Client Site	<ul style="list-style-type: none"> Up to five district representatives for training Up to four principals or assistant principals as interviewees

Components	Month	Location	Participants	
Boot Camp	March 2018	UVA	<u>2 Participants Total</u> 2 District Representatives (One system leader per participating school) <u>3 Optional Additional Attendees</u> Up to 2 additional participants may attend at a fee of \$2,500 per participant	
Cohort Mid-Year Retreat ¹	2.5	Winter 2019	UVA	<u>15 Participants Total</u> 3 School Turnaround Principals 3 District Leadership Team Members 9 School Leadership Team Members <u>2 Optional LEA Attendees</u> Up to 2 additional participants may attend at a fee of \$2,000 per participant

¹ Participant travel expenses to and from all programs are not included in the cost of this Agreement.

² The Client shall be responsible for providing the necessary meeting facilities and associated expenses.

Attachment B
The Fee

The Fee for the three (3) participating Client schools participating schools in the Program shall include all work associated with the Training described herein:

The Fee shall be paid within thirty (30) days after the receipt of an invoice.

	<u>3 Schools</u>
Behavioral Event Interviews	\$12,500
Boot Camp Registration	\$10,000
Midyear Retreat Registration	\$40,000
GRAND TOTAL	\$62,500