



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2017-12-05 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	FF. OFFICE OF ACADEMICS
DEPARTMENT	CTACE

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

ITEM No.:

FF-3.

TITLE:

Agreement between The School Board of Broward County, FL (SBBC) and The Big Picture Company d/b/a Big Picture Learning

REQUESTED ACTION:

Approve the continuation Agreement between The School Board of Broward County, Florida (SBBC) and The Big Picture Company d/b/a Big Picture Learning (BPL) for services provided to South Plantation High School. The term of this agreement shall be for a period of (1) year from the date it is fully executed by both parties.

SUMMARY EXPLANATION AND BACKGROUND:

Big Picture Learning (BPL) upon Board approval will continue to provide curriculum materials and collaborative coaching and team development to South Plantation High School Principal and school staff.
See Supporting Docs for continuation of Summary Explanation and Background.
This agreement has been reviewed and approved as to form and legal consent by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:

There is a financial impact of \$50,000. The source of funds is South Plantation High School Budget. There is no additional financial impact to the District.

EXHIBITS: (List)

(1) BPL Cont Summ Explan (2) BPL Exec Summ (3) BPL Agreement (4) BPL Agendas (5) Memo to Revise

BOARD ACTION:

APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Enid Valdez	Phone: 754-321-8444
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Signature
Daniel F. Gohl
11/30/2017, 12:40:50 PM


Approved In Open Board Meeting On: **DEC - 5 2017**
By: *Nora Rupert*
School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT
ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

November 30, 2017

TO: School Board Members

FROM: Daniel Gohl 
Chief Academic Officer

VIA: Robert W. Runcie 
Superintendent of Schools

SUBJECT: Revision to FF-3, Agreement between The School Board of Broward County, FL (SBBC) and The Big Picture Company d/b/a Big Picture Learning, for the December 5, 2017 School Board Operational Meeting

Attached is a revision for FF-3, Agreement between The School Board of Broward County, FL (SBBC) and The Big Picture Company d/b/a Big Picture Learning, for the December 5, 2017 School Board Operational Meeting.

Included the name of the school that this contract is in effect for: South Plantation High School (on pages one and two of the contract).

RWR/DG:jt
Attachments

c: Senior Leadership Team

CONTINUATION OF SUMMARY EXPLANATION AND BACKGROUND

FF-3. BPL will continue to assist South Plantation High School in executing their ideas on high school design as presented at last year's Ed Talk event. This collaborative effort continues to develop personalized college and career course options that include work based learning and internships.

BPL assists the Principal and staff in examining their school design; developing adaptations with the Broward County School district strategies; and collaborate and communicate with Administrators, staff, students, parents, and the business community.

EXECUTIVE SUMMARY

Below is an executive summary for the Agreement between The School Board of Broward County, Florida and The Big Picture Company d/b/a Big Picture Learning (BPL), which supports the academic and personal enrichment of students, enrolled at South Plantation High School.

Program	The Big Picture Company d/b/a Big Picture Learning (BPL)
Status	Approve the Agreement between The School Board of Broward County, Florida (SBBC) and The Big Picture Company d/b/a Big Picture Learning (BPL) for services provided to South Plantation High School. The term of this agreement shall be for a period of (1) year from the date it's fully executed by both parties.
Funds Requested	\$50,000
Financial Impact Statement	There is a financial impact of \$50,000. The source of funds is South Plantation High School Budget. There is no additional financial impact to the District.
Schools Included	South Plantation High School
Managing Department/School	Career, Technical, Adult and Community Education (CTACE) Department
Source of Additional Information	Enid Valdez 754-321- 8444
Project Description	<p>SBBC will contract with BPL to work with South Plantation High School by Principal and school leadership consensus to be provided specific technical assistance and program development services to personalize college and career course options for students that include project based learning, work based learning and internships. BPL shall assist leaders in examining their school design; developing adaptations with the Broward County School district strategies; engaging and communicating with faculty, administrators, parents, business representatives, and the community to continue to understand and collaborate on school design that will personalize learning and benefit students and their families.</p> <p>BPL services shall include: 1-school, program, and curriculum designs, 2- parent, business, and community engagement programs, 3- principal training/coaching, 4- staff training/coaching, 5- student recruitment.</p>
Evaluation Plan	Through the BPL process, students are asked to present their learning via presentation and collaboration with mentors and peers. This will assist in identifying acceleration and areas needing additional assistance with continued student enrollment and program growth as evidenced through scheduling.
Research Methodology	Evaluation of the success of each participating school is completed annually by BPL officials, as well as school and district based personnel.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 5th day of December, 2017, 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 BIG PICTURE COMPANY
d/b/a BIG PICTURE LEARNING
(hereinafter referred to as "BPL"),
whose principal place of business is
325 Public Street
Providence, RI 02905

WHEREAS, SBBC is conducting educational programs through curriculum designs, parent, business and community engagement programs, principal and staff training, and student recruitment described in **Exhibit A** which is attached hereto and incorporated herein by reference for South Plantation High School located at 1300 SW 54th Avenue Plantation, FL 33317 (~~"South Plantation High School~~ SPHS"); and

WHEREAS, SBBC shall only provide de-identified student information to BLP, as follows: Ethnicity, Gender, Credit Accumulation Averages, Standardized Test Scores and Free and Reduced Lunch, and de-identified student performance information when applicable.

WHEREAS, BPL has the facilities necessary to assist in the provision of the said educational programs for SPHS and desires to participate in the education programs for the benefit of the entire community.

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 begin on the date it is fully executed by both parties and conclude on December 31, 2018.

2.02 **Instruction and Curriculum.** ^{cc} SBBC SPHS shall be responsible, at its sole expense, for provision of classroom instruction, the selection of students, establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors through compliance with the guidelines established by the Florida Department of Education and within SBBC Policies and Procedures. All faculty provided by ~~SBBC~~ ^{cc} SPHS shall be duly licensed, certified or otherwise qualified to participate in the program. Neither SBBC, SPHS or any participating student or faculty member shall interfere with or adversely affect BPL's ^{cc} operations or BPL's provision of services.

2.03 **Substitute Instructors.** ^{cc} SBBC SPHS shall, at its sole expense, provide substitute instructors in the event of teacher absence for educational experiences or for the withdrawal of students from classroom activities.

2.04 **Telephone Consultation.** ^{cc} SBBC SPHS shall provide faculty or school administration for consultation with BPL by telephone at any given time during which students are on BPL's premises without supervision by an instructor.

2.05 **Course Materials.** Upon request, ^{cc} ~~SBBC~~ SPHS shall provide BPL copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.06 **Educational Plan.** ^{cc} SBBC SPHS faculty will prepare an educational plan in conjunction with BPL staff prior to the placement of students with BPL. The experience to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program. The SPHS ^{cc} faculty shall be responsible for maintaining cooperative relationships with BPL staff.

2.07 **Supervision of Educational Experiences.** Students participating in the Program for educational experiences shall be supervised by ~~SBBC~~ ^{cc} SPHS through a certified instructor.

2.08 **Faculty Orientation.** BPL shall provide an orientation for ~~SBBC~~ ^{cc} SPHS faculty prior to the commencement of the students' educational experiences.

2.09 **Student Evaluation.** Upon the request of ^{cc} ~~SBBC~~ SPHS, BPL shall assist in the evaluation of student performance. ~~SBBC~~ ^{cc} SPHS will only provide de-identified student information to BPL, if needed, to collaborate on the student evaluations. However, ~~SBBC~~ ^{cc} SPHS shall be responsible for guidance, direction and supervision of students participating in the program. ^{cc}

2.10 **BPL Responsibilities.** BPL shall provide the services outlined in **Exhibits A and B** in the time periods stated in same Exhibits for ~~South Plantation High School~~ SPHS. *cl*

2.11 **Cost and Payment.** Subsequent to BPL's proper and appropriate invoice to *cl* ~~SBBC~~ SPHS, ~~SBBC~~ SPHS will pay BPL for satisfactorily performed services as determined by SBBC staff within the time periods stated in **Exhibit C**.

2.12 **Number of Assigned Students.** *cl* ~~SBBC~~ SPHS and BPL agree that the determination of the number of students to be assigned to BPL shall be a mutual decision based on a variety of factors including, but not limited to, staff, space availability and the number of students enrolled in the program.

2.13 **Students are Not BPL Employees.** *cl* ~~SBBC~~ SPHS, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of BPL. Students shall be considered employees, servants, agents or volunteers of SBBC.

2.14 **Professional Liability Insurance Coverage.** SBBC shall provide BPL proof of professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 for students and faculty members. Students shall be required to be covered by their own health or accident insurance.

2.15 **BPL Insurance.** BPL maintains a self-insurance fund for the benefits of its employees, servants and agents. Nothing contained within this Agreement shall constitute a waiver of sovereign immunity by BPL if BPL possesses sovereign immunity.

2.16 **Inspection of BPL's Records by SBBC.** BPL 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 BPL'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 BPL or any of BPL's payees pursuant to this Agreement. BPL'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. BPL'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) **BPL's Records Defined.** For the purposes of this Agreement, the term "BPL'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 BPL'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 BPL pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide BPL 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 BPL'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 BPL 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 BPL'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 BPL in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by BPL. If the audit discloses billings or charges to which BPL is not contractually entitled, BPL 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. BPL 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 BPL 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 BPL pursuant to this Agreement and such excluded costs shall become the liability of BPL.


(h) Inspector General Audits. BPL 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.

2.17 **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
Career, Technical, Adult and Community Education
The School Board of Broward County, Florida
1701 NW 23rd Avenue
Fort Lauderdale, Florida 33311

With a Copy to: Principal 
South Plantation High School
The School Board of Broward County, Florida
1300 SW 54th Avenue
Plantation, Florida 33317

To BPL: M.R. Brezler
Big Picture Learning
325 Public Street
Providence, RI 02905

2.18 **Background Screening.** BPL 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 BPL or its personnel providing any services under the conditions described in the previous sentence. BPL 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 BPL and its personnel. The parties agree that the failure of BPL 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. BPL 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 BPL 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.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. BPL shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, BPL shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. BPL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if BPL does not transfer the public records to SBBC. Upon completion of the Agreement, BPL shall transfer, at no cost, to SBBC all public records in possession of BPL or keep and maintain public records required by SBBC to perform the services required under the Agreement. If BPL transfer all public records to SBBC upon completion of the Agreement, BPL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BPL keeps and maintains public records upon completion of the Agreement, BPL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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 exclusively submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. BPL agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida and the Southern District of Florida shall have jurisdiction over BPL.

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 A, B, and C 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 BPL: BPL 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 BPL, its agents, servants or employees; the equipment of BPL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of BPL or the negligence of BPL'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 BPL, 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.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Nora Rupert, Chair

ATTEST



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq.
kathelyn.jacques-adams@gbrowardschools.com
Reason: Big Picture Company d/b/a Big Picture
Learning
Date: 2017.11.16 13:56:45 -05'00'

Office of the General Counsel

FOR BPL

(Corporate Seal)

The Big Picture Company
d/b/a Big Picture Learning

ATTEST:

By M.R. Bregler

_____, Secretary

-or-

Radmy P. [Signature]
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 RI

COUNTY OF Providence

The foregoing instrument was acknowledged before me this 11 day of November, 2017 by M. R. Bregler of The Big Picture Co. on behalf of the corporation/agency.

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

My Commission Expires:

Patrick J. Welch
Signature - Notary Public

PATRICK J WELCH
Printed Name of Notary

(SEAL)

Patrick J. Welch
Notary's Commission No. Rhode Island #15358

My Commission Expires October 05, 2021