

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, 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

**COLLEGE SUMMIT, INC. D/B/A PEERFORWARD**  
(hereinafter referred to as "PeerForward"),  
whose principal place of business is  
1140 3rd Street, NE, Suite 320, Washington, D.C. 20002

**WHEREAS**, based on proven research and extensive experience, PeerForward provides services intended to train, deploy, and coach teams of high school students to boost college preparation and enrollment across the entire school through the implementation of student-led postsecondary planning campaigns; and

**WHEREAS**, PeerForward offers access to an optional Digital Curriculum for educators to use with all students in the school, which is a downloadable set of lesson plans and activities that can be implemented in a variety of ways to engage and support students in postsecondary planning; and

**WHEREAS**, SBBC has a need to offer this system to schools which it operates; and

**WHEREAS**, SBBC and PeerForward agree that PeerForward reserves the right based on tested best practices to make enhancements or modifications to the offering and delivery of its services in accordance with the current PeerForward system and fee structures; and

**WHEREAS**, SBBC and PeerForward have agreed that the results from the implementation of system under this Agreement will be impaired significantly if parties do not adhere to the mandatory requirements outlined herein; and

**WHEREAS**, SBBC and PeerForward have agreed to fully implement PeerForward, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and 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 and pending budget approval each fiscal year and agreement to adhere to specific mandatory implementation requirements, SBBC and PeerForward agree to proceed with implementation of PeerForward to boost college preparation and enrollment of SBBC’s graduating seniors, beginning upon execution by all parties and continuing through the end of the 2018-19 Academic Year (June 30, 2019).

2.02 **PeerForward Deliverables.** PeerForward shall deliver, during the 2018-19 Academic Year, the products and services below, hereafter known collectively as the “PeerForward Program.”

- A. Provide criteria for the identification and engagement of the following:
  - i. For each school listed in **Exhibit A**, at least one (1) PeerForward Advisor (SBBC educator) from the school to support implementation of the PeerForward Program in their school. Each school can elect to either have one PeerForward Advisor per team or support multiple teams with a single PeerForward Advisor. The PeerForward Advisor is an adult staff from the school who helps to ignite student-driven change and student ownership by providing inspiration, support, and guidance to the students on the Peer Leader Team.
  - ii. For each Peer Leader Team enumerated in **Exhibit A**, four (4) 12th graders and four (4) 11th graders from the school who will serve as the Peer Leader Team throughout the 2018-19 Academic Year.
- B. PeerForward Program Staff conduct an on-boarding meeting (in-person or videoconference) with the Principal or administrative lead and the PeerForward Advisor of each school listed in **Exhibit A**.
- C. Prior to Training Workshop for which school has been scheduled, PeerForward Program Staff conduct an on-boarding meeting (in-person, or by video conference or teleconference) with the PeerForward Advisor(s) identified for each school and the four (4) 12th grade members of each Peer Leader Team enumerated in **Exhibit A**.
- D. Design, organize, and run a residential PeerForward Training Workshop (the “Training Workshop”) held on a college campus to be attended by the four (4) 12th graders per Peer Leader Team for each school listed in **Exhibit A** and at least one

(1) PeerForward Advisor per school identified using the criteria referenced above for the purpose of training these students and their PeerForward Advisor(s) to implement the PeerForward Program in their school.

- E. Provide to the PeerForward Advisor(s) program implementation resources and signaling materials to be distributed to the Peer Leaders at the start of the academic year, which can be used to promote program activities and goals throughout the entire school. These resources include a campaign playbook for the Advisor(s) and Peer Leaders to guide them to develop and execute successful postsecondary planning campaigns. Signaling materials may include posters, shirts, or other branded items that promote college and career planning.
- F. Conduct a one-day Fall Training Camp and a one-day Spring Training Camp for all Peer Leaders and the PeerForward Advisor(s). These sessions may be delivered in a joint event including Advisors and Peer Leaders from nearby participating high schools, depending on their geographic proximity.
- G. Provide support and resources for the Peer Leader Team(s) and PeerForward Advisor(s) to collect data needed to monitor progress toward program goals.
- H. During the 2018-19 Academic Year, PeerForward Program Staff conducts regularly scheduled check-ins by videoconference or teleconference to share best practices, motivate, and coach the PeerForward Advisor(s) and Peer Leader Team(s) in the pursuit of their campaign goals.

2.03 **SBBC Requirements.** SBBC agrees to perform the following mandatory activities associated with the PeerForward Program during the 2018-19 Academic Year.

- A. Identify the following:
  - i. For each school listed in **Exhibit A**, at least one (1) PeerForward Advisor from the school to support implementation of the PeerForward Program in the school. Each school can elect to either have one PeerForward Advisor per team or support multiple teams with a single PeerForward Advisor.
  - ii. For each Peer Leader Team enumerated in **Exhibit A**, identify four (4) 12th graders and four (4) 11th graders from the school who will serve as a Peer Leader Team throughout the 2018-19 Academic Year.
- B. After the PeerForward Advisor(s) and (8) Peer Leader Team members have been identified each Academic Year, they will complete an online registration process which includes providing basic demographics, contact information, health emergency information, and parental consent (where appropriate). The information entered into the secure, online form transmits directly to PeerForward. SBBC must obtain written consent from the parent or student age 18 or over prior to disclosing personally identifiable information from education records to PeerForward.

- C. Ensure that the appropriate technology is available for video conference check in calls with PeerForward Program Staff.
- D. Ensure that Principal or administrative lead of each school listed in **Exhibit A** participates in an on-boarding meeting (in-person or via videoconference or teleconference) with PeerForward Program Staff.
- E. Collaborate with PeerForward Program Staff to set up a schedule for resource and material distribution (to support program implementation), regular check-ins, and make every effort to adhere to the schedule or give PeerForward as much notice as possible if rescheduling is necessary.
- F. Adhere to the submission deadlines in the data reporting process (see Section 2.03 and Section 2.04 for the types of data). During their on-boarding meeting, participating schools are trained on this data reporting process, which supports their pursuit of the college-going campaign goals SBBC has set. This training content is provided in **Exhibit B** (“**Data Reporting Process**”). Prior to Training Workshop for which school has been scheduled, ensure that the PeerForward Advisor(s) identified for each school listed in **Exhibit A** and the four (4) 12th graders of each Peer Leader Team enumerated in **Exhibit A** participate in an on-boarding video conference or teleconference with PeerForward Program Staff.
- G. Ensure that the four (4) 12th graders identified for each Peer Leader Team enumerated in **Exhibit A** and the PeerForward Advisor(s) identified for each school listed in **Exhibit A** attend the Training Workshop for which school has been scheduled.
- H. Schedule and pay for transportation to and from the Training Workshop for the PeerForward Advisor(s) and 12th graders for each Peer Leader Team participating from each school.
- I. Within the first 30 days of the start of the 2018-19 Academic Year, ensure that the PeerForward Advisor(s) distribute materials to support and promote program implementation activities and goals to all eight (8) members of each Peer Leader Team.
- J. Ensure that the PeerForward Advisor(s) and all eight (8) members of each Peer Leader Team participate in a one-day Fall Training Camp and a one-day Spring Training Camp with PeerForward Program Staff, to be scheduled during the school week, on a date to be jointly determined by the PeerForward Advisor(s) and PeerForward Program Staff. At Training Camps, multiple Peer Leader teams come together to receive additional training on how to succeed in their campaigns and to build the momentum around the movement toward college going.
- K. Schedule and pay for transportation to and from the one-day Fall Training Camp and the one-day Spring Training Camp for the PeerForward Advisor(s) and all eight (8) members of each Peer Leader Team enumerated in **Exhibit A**. These Camps, which are typically local and accessible by bus or public transportation, will be

scheduled during the school week, on dates to be jointly determined by the PeerForward Advisor(s) and PeerForward Program Staff. Any stipends the school is required to pay educators to participate in these training events are the responsibility of SBBC.

- L. Throughout the 2018-19 Academic Year, ensure that the PeerForward Advisor(s) and all eight (8) members of each Peer Leader Team participate in regularly-scheduled coaching sessions with PeerForward Program Staff.
- M. Throughout the 2018-19 Academic Year, gather the following aggregate data for the purpose of tracking progress toward achieving the college-going campaign goals SBBC has set:
  - a. Total number of seniors in the school
  - b. Total number of seniors completing 1 or more College Application
  - c. Total number of seniors completing 3 or more College Applications
  - d. Total number of Application Campaign Activities Completed
  - e. Total number of Free Application for Federal Student Aid (FAFSA) Campaign Activities Completed
  - f. Total number of "Connect" Campaign Activities Completed where 9<sup>th</sup> graders participated
  - g. Total number of "Connect" Campaign Activities Completed where 10<sup>th</sup> graders participated
  - h. Total number of "Connect" Campaign Activities Completed where 11<sup>th</sup> graders participated
- N. Ensure that the principal or administrative lead meets with the PeerForward Advisor(s) and Peer Leader Team(s) regularly during the school year to learn about the progress of the school's program activities.
- O. As a partner, work with PeerForward to ensure Agreement compliance.

2.04 **SBBC Disclosure of Education Records.**

- (a) The purpose of the disclosure of the education records is to track the effectiveness of the program over the course of the year. The aggregated information is necessary to drive constant improvements in the program and benefit the students.
- (b) SBBC will provide PeerForward with the following de-identified education records: Total number of students enrolled in each grade, total number of college applications

submitted by students, and total number of students completing the FAFSA, that District staff will disclose.

(c) SBBC may disclose de-identified records to PeerForward without the prior written consent of parents or students age 18 or over, pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(b)(1). Disclosures of student data for less than 10 students, even without the student names, would require the prior written consent of the parent or student age 18 or over.

## 2.05 PeerForward Confidentiality of Education Records.

(a) Notwithstanding any provision to the contrary within this Agreement, PeerForward shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) PeerForward shall, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Payment Terms.** In consideration for products and services delivered during the 2018-19 Academic Year, immediately following the signing of this Agreement PeerForward will invoice SBBC for the "Net Price Total for All Peer Leader Teams for Contract Term" listed in **Exhibit A**. Payment is due Net 30 Days from invoice date. SBBC will pay this fee using funds received for this purpose from the Gates Foundation.

2.07 **Inspection of PeerForward's Records by SBBC.** PeerForward 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 PeerForward'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 the applicable business records of PeerForward directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **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 PeerForward'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 PeerForward pursuant to this Agreement.

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

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to PeerForward'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.

(d) **Failure to Permit Inspection.** Failure by PeerForward 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 SBBC's denial of some or all of any PeerForward's claims for payment.

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

(f) **Inspection of Subcontractor's Records.** If applicable, PeerForward 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 PeerForward 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 PeerForward pursuant to this Agreement and such excluded costs shall become the liability of PeerForward.

(g) Inspector General Audits. PeerForward 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.

2.08 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: Ralph Aiello III  
Director, School Counseling and BRACE  
The School Board of Broward County, Florida  
1400 NW 14<sup>th</sup> Court  
Fort Lauderdale, FL 33311

To PeerForward: Jo Smith, President & COO  
PeerForward  
1140 3rd Street, NE, Suite 320  
Washington, D.C. 20002

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

2.10 **Public Records.** 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.

2.11 **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 PeerForward: PeerForward 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 PeerForward, its agents, servants or employees; the equipment of PeerForward, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of PeerForward or the negligence of PeerForward'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 PeerForward, SBBC or otherwise.

2.12 **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.

2.13 **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.

2.14 **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.

2.15 **Incorporation by Reference.** Exhibit A (“Pricing and Schools”) and Exhibit B (“Data Reporting Process”) attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **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 agreement.

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 **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.

3.05 **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. In the event of such termination, SBBC shall be entitled to a pro rata refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. 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 **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.

3.07 **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.

3.08 **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **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.

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

3.11 **Assignment.** Neither this Agreement nor 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.

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **Agreement 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.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

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

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By \_\_\_\_\_,  
Chair

ATTEST:

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

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams, Esq.  
-kathelyn.jacques-adams@gbrowardschools.com  
Reason: College Summit, Inc. d/b/a PeerForward  
Date: 2018.10.19 10:02:43 -04'00'

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

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

FOR PEERFORWARD

College Summit, Inc DBA PeerForward

(Corporate Seal)

By [Signature]  
Joanne Smith, President & COO

ATTEST:

[Signature]  
Keith Frome, Secretary  
-or-

Witness

Witness

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

STATE OF District of Columbia: SS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 20 18 by Joanne Smith of College Summit, Inc DBA PeerForward, on behalf of the corporation/agency.

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

My Commission Expires:

(SEAL)



[Signature]  
Signature - Notary Public  
Renee M. Tribbett  
Printed Name of Notary

Notary's Commission No.



**Exhibit A  
PRICING AND SCHOOLS**

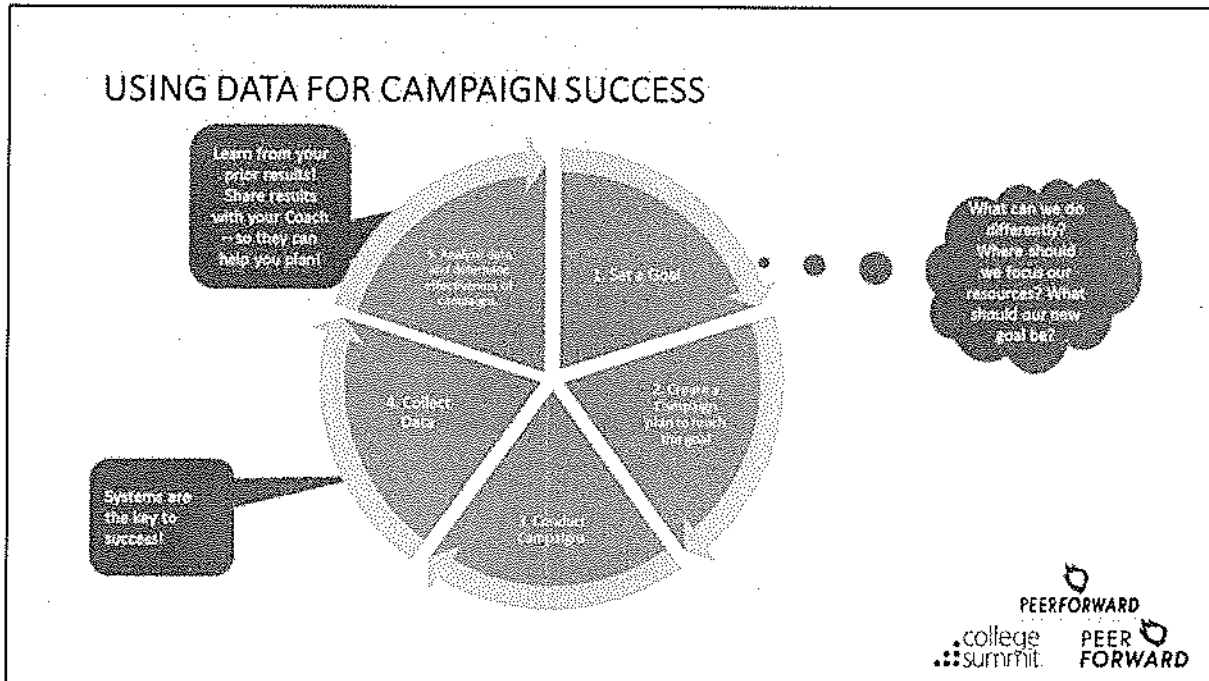
SA2018-19-005

<b>Total Fees for School Year 2018-19</b>		
<b>BROWARD COUNTY PUBLIC SCHOOLS</b>		
<b>Total Number of Peer Leader Teams for Contract Term</b>		<b>4</b>
	<b>Per Peer Leader Team Per Year</b>	<b>Total for All Peer Leader Teams for Contract Term</b>
PeerForward Program Implementation 2018-19 School Year	\$13,500	\$54,000
<b>Total Standard Price</b>	<b>\$13,500</b>	<b>\$54,000</b>
Volume Discount	(1,000)	(4,000)
<b>Price After Volume Discounts</b>	<b>\$12,500</b>	<b>\$50,000</b>
	<b>Net Price</b>	<b>\$12,500</b>
		<b>\$50,000</b>

<b>High School</b>	<b>Number of Peer Leader Teams</b>
Blanche Ely High School	1
Coconut Creek High School	2
Stranahan High School	1

Total High Schools = 3  
Grand Total Peer Leader Teams = 4

## Exhibit B DATA REPORTING PROCESS



### Data Reporting Calendar

Data Type	Months to Collect Data	When Data is Reported to PeerForward Coach	How Data is Reported to PeerForward Coach
School Demographics (number of students enrolled in each grade)	September	September	During goal setting meeting
College Application Campaign: Number of students submitting 1 and 3 college applications	October - April	October 31 <sup>st</sup> November 30 <sup>th</sup> December 31 <sup>st</sup> January 31 <sup>st</sup> February 28 <sup>th</sup> March 30 <sup>th</sup> April 30 <sup>th</sup>	Online form completed by the PeerForward Advisor
FAFSA Campaign: Number of Students completing the FAFSA	October - June	Data is collected weekly by College Summit.	Data is collected by College Summit from the DOE Financial Aid Website.
Postsecondary Plan Campaign: Number of students in 9 <sup>th</sup> -12 <sup>th</sup> grade completing a Postsecondary Plan	October - April	October 31 <sup>st</sup> November 30 <sup>th</sup> December 31 <sup>st</sup> January 31 <sup>st</sup> February 28 <sup>th</sup> March 30 <sup>th</sup> April 30 <sup>th</sup>	Online form completed by the PeerForward Advisor

PEER FORWARD

# Downloading data from the FAFSA DOE website.

## 1. Visit FAFSA Completion Homepage:

<https://studentaid.ed.gov/sa/about/data-center/student/application-volume/afsa-completion-high-school>

**Federal Student Aid**  
An OFFICE OF THE U.S. DEPARTMENT OF EDUCATION

Prepare for College

Types of Aid

Home > About Us > Data Center > Student Data > Application

FAFSA® Completion by High School

## 2. Scroll to the bottom of the page, and choose your state from the dropdown menu. Click on the state name to download the statewide FAFSA spreadsheet.

Select FAFSA Data by State/Territory:

Florida

## 3. Open the excel document and find your high school's name.

college  
summit

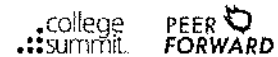
PEER  
FORWARD

The screenshot shows a Google search for "fafsa completion by high school". The search results include:

- FAFSA® Completion by High School and Public School District** - <https://studentaid.ed.gov/sa/about/data-center/student/> - FAFSA completion by high school - This study high schools track and report survey data to estimate their FAFSA completion rates, and that data can be used to... for this reason, school... (last updated 10/1/2021)
- FAFSA Completion Data Details | Federal Student Aid** - <https://studentaid.ed.gov/sa/about/data-center/student/application-volume/afsa-completion-data> - The table reflects the number of submitted and completed Free Applications for Federal Student Aid (FAFSA) by high school. Reported data starts for a school in the aggregate may not be... application submitted and completed across all enrollment years of the schools in year...
- FAFSA Completion Data | Federal Student Aid - Financial Aid Toolkit** - <https://financialaid.ed.gov/sites/gov/files/afsa-completion.pdf> - Find FAFSA completion data about your high school so you can track your progress or help ensure that your students complete a FAFSA form.
- School Data | Federal Student Aid** - <https://studentaid.ed.gov/sa/about/data-center/school/> - Federal Data Access (FDAA) gives participating institutions participating in the Title IV programs... FAFSA® Completion by High School and Public School District.
- FAFSA® Completion by High School and Public School District**

## FAFSA Collection: Completed VS. Submitted – DOE FAFSA

Name	City	State	Through April 22, 2016		Through April 22, 2015		Through June 2015		Through December 2015	
			Submitted	Complete	Submitted	Complete	Submitted	Complete	Submitted	Completed
Cesar Chavez High School	Willow Springs	NM	<5	<5	5	5	5	5	5	5
Willow Springs High School	Willow Springs	NM	101	89	103	97	106	100	113	105
Southwest Academy	Willow Springs	NM	6	6	<5	<5	<5	<5	<5	<5



## FAFSA Data Details

### Data Details:

- Click on FAQ's and Data Details to learn more about how the data is calculated.
- Please look for alternate names for your school. If you find your school has been listed more than once, please report them to DOE FAFSA at [HSFAFSA@ed.gov](mailto:HSFAFSA@ed.gov).

### Risks

- School serves mainly alternative population that isn't reflected in DOE numbers

### Contingencies

- Devise an alternate data collection method for tracking FAFSA completion.

