



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-8.

MEETING DATE: 2019-05-07 10:05 - School Board Operational Meeting

AGENDA ITEM: ITEMS

CATEGORY: EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT: Procurement & Warehousing Services

Special Order Request  
 Yes  No

Time

Open Agenda  
 Yes  No

TITLE:

Recommendation of \$500,000 or Less - FY20-028 - STOP School Violence Prevention and Mental Health Training Program

**REQUESTED ACTION:**

Approve the Agreement with the Sandy Hook Promise Foundation, Contract Term: May 8, 2019 through September 30, 2021, 3 Years, 5 Months; User Department: Student Services; Award Amount: \$45,000, Awarded Vendor(s): Sandy Hook Promise Foundation, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**

The Sandy Hook Promise Foundation, Inc. trains students and adults to know the signs of gun violence to prevent future tragedies. Four (4) of the Sandy Hook Foundation, Inc. programs will be made available to schools to select from and implement, particularly the "Start with Hello" and "Say Something" programs. The Sandy Hook Promise Foundation will provide all resources, materials, and training to implement program.

This Agreement has been reviewed and approved as to form and legal content 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:**

The financial impact to the District will be \$45,000. The funding to support this educational program comes from the Department of Justice Grant Award 2018-YS-BX-0081. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

**EXHIBITS: (List)**

(1) Executive Summary (2) Agreement

**BOARD ACTION:**

**APPROVED**

(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Laurel Thompson	Phone: 754-321-1550
Name: Mary C. Coker	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

*Maurice Woods*  
4/22/2019, 1:54:29 PM

Approved In Open Board Meeting On:

MAY 07 2019

By:

*Heather P. Burkwood*

School Board Chair

Electronic Signature

## EXECUTIVE SUMMARY

### Recommendation of \$500,000 or Less FY20-028 - STOP School Violence Prevention and Mental Health Training Program

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#### **Introduction**

**Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the recommendation to award the agreement FY20-028 – STOP School Violence Prevention and Mental Health Training Program with the Sandy Hook Promise Foundation, Inc. for a period of three (3) years, five (5) months from May 8, 2019 through September 30, 2021. The Sandy Hook Promise Foundation, Inc. (SHP) trains students and adults to know the signs of gun violence to prevent future tragedies.

#### **Good/Services Description**

**Responsible: Exceptional Student Learning Support Services (ESLS)**

SHP, trains students and adults to know the signs of gun violence to prevent future tragedies. Two (2) of the SHP programs will be made available to schools to select from and implement, particularly the "Start with Hello" and "Say Program Description Something" programs. These programs align with the District's Social/Emotional Learning, Re-Imagining Middle Grades, and Mental Health Plan initiatives by providing research-supported curriculum, materials, and assistance to meet the multi-tiered needs of all students.

Say Something™ teaches students how to look for warning signs, signals, and threats, especially in social media, from individuals who may want to hurt themselves or others and to Say Something to a trusted adult or report it through the Fortify app anonymous reporting system to get them help.

Start with Hello™ ("SWH") teaches youth how to be more inclusive and connected to one another. SWH works to create connectedness and sustain an inclusive culture/ community, by minimizing social isolation, marginalization, and rejection BEFORE an individual chooses to hurt themselves or others.

Participating schools will be required to embed the selected SHP programs into existing or new "pro-social" clubs to maintain the implementation of the initiative after the initial launch. SHP will provide all necessary resources, materials, training, and if necessary, staff (except pro-social club leaders) to implement the programs with fidelity in District and charter schools.

#### **Procurement Method**

**Responsible: PWS**

SHP is a vendor who has developed a unique program to train students and adults regarding the signs of gun violence and develops and delivers mental health and awareness programs in order to keep an environment safe and secure. This vendor has the knowledge and expertise to support The School Board of Broward County, Florida, through this training. Approximately one hundred and forty (140) District schools have already expressed interest in these programs and schools without similar, existing programs at their schools have been encouraged to participate with the same support and resources.

Pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is waived for the purchase of professional services.

**Recommendation of \$500,000 or Less**  
**FY20-028 – STOP School Violence Prevention and Mental Health Training Program**  
**May 7, 2019 Board Agenda**  
**Page 2**

**Financial Impact**  
**Responsible: PWS and ESLS**

The financial impact to the District will be \$45,000. The funding source will come from the Department of Justice Grant Award 2018-YS-BX-0081. All research-based curriculum, resources, and materials will be provided by Sandy Hook Promise Foundation, Inc. The financial impact represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 7<sup>th</sup> day of May, 2019, 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

**SANDY HOOK PROMISE FOUNDATION, INC.**  
(hereinafter referred to as "SHP"),  
whose principal place of business is  
13 Church Hill Road, Newton, Connecticut 06470.

**WHEREAS**, SBBC agreed to support training of its teachers and staff with two (2) SHP programs, *Start with Hello* and *Say Something*, with funding received from the United States Department of Justice, Bureau of Justice Programs STOP School Violence Prevention and Mental Health Training Program ("STOP Violence") grant for fiscal year 2018.

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

### ARTICLE 1 - RECITALS

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

### ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution of all parties and conclude on **September 30, 2021**.

2.02 **SBBC Responsibilities.** SBBC agrees to perform the following activities associated with the STOP Violence Program:

(a) Contribute Forty Five Thousand Dollars and 00/100 Cents (\$45,000.00) that it receives from the Department of Justice, Bureau of Justice Programs STOP School Violence Prevention and Mental Health Training Program grant under separate award notice to SHP according to the following schedule:

\$15,000 to be paid fifteen (15) days after the execution of this Agreement  
\$15,000 on or before March 31, 2020  
\$15,000 on or before March 31, 2021

(b) SBBC's contribution is contingent upon SBBC's receipt of Forty Five Thousand Dollars and 00/100 Cents (\$45,000.00) in grant funds from the Department of Justice, Bureau of Justice Programs STOP School Violence Prevention and Mental Health Training Program.

(c) Provide local leadership to the STOP Violence program who will collaborate to meet the mutual goals of the grant program along with access to the relevant stakeholders in each cohort year (see **Exhibit A: Program Schols by Cohort**).

2.03 **SHP Responsibilities.** SHP agrees to perform the following activities associated with the STOP Violence Program:

(a) Train

- i. SHP will deliver 6 total trainings per year for the three year duration of the grant
  1. One quarterly family and community training for SBBC neighborhood schools; SBBC will provide the logistical support for the 12 total trainings, including locations, dates and times, while SHP will be responsible for the content and facilitation of the trainings.
  2. Two annual cohort Train the Trainer sessions on the Say Something and Start with Hello programs for the newest cohort of school-based staff identified as STOP Violence Safety Liaisons. This will impact 55 schools over the three year grant cycle.
- ii. The 55 STOP Violence Safety Liaisons will be responsible for:trainings that will reach at least 700 total teachers and school personnel at their individual schools during the three year grant cycle. SHP will provide ongoing coaching and technical assistance to the Safety Liaisons throughout this process.

(b) Share Materials

- i. SHP will provide DOJ approved printed and digital materials to accomplish STOP Violence training goals, to include:
  1. Say Something and Start With Hello
    - a. Parent brochures
    - b. Student curriculum and handouts
    - c. Faculty curriculum and handouts
    - d. Presentations for each program
  2. National Start with Hello Week
    - a. Event toolkits and marketing materials for each annual event
  3. National Say Something Week

- a. Event toolkits and marketing materials for each annual event
4. Awareness campaign material development
5. Access to new student programs as they arise

(c) Report

- i. Immediately following any Train the Trainer session or student training, SHP will collaborate with the SBBC STOPS Violence! Coordinator to track in a manner compatible with the STOP School Violence Act performance measurement performance requirements, with the metrics to include:
  - a. For school personnel trainings
    1. Number of staff trainings held in STOP Violence cohort schools
    2. Number of faculty trained (divided by role)
    3. Number of individuals at STOP Violence cohort schools who received family community trainings
  - b. For student trainings
    4. Percentage of students receiving the trainings
    5. Breakout of student type by number including: grade of school students, middle school students, high school students, all students total, and any parents/family members of students attending.
    6. Number of SAVE Promise Clubs established

**2.04 SBBC Disclosure of Education Records and Employee Information.**

Although no student education records shall be disclosed pursuant to this Agreement, should SHP come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee information shall be disclosed by SBBC to SHP. Should vendor come into contact with employee information, it may not be re-disclosed except as required or permitted by law.

**2.05 Inspection of SHP's Records by SBBC.** SHP 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 SHP applicable 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 SHP 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 SHP records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of three (3) years after the termination of this Agreement or three (3) years after the date of final payment by SBBC to SHP pursuant to this Agreement.

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

(g) Inspector General Audits. SHP shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the United States Department of Justice, the Florida Office of the Inspector General or by any other state or federal officials.

2.06 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified and via e-mail to the e-mail addresses for SBBC and SHP leads provided below; 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: Dr. Laurel Thompson  
Director of Student Services  
The School Board of Broward County, Florida  
1400 NW 14<sup>th</sup> Court  
Fort Lauderdale, Florida 33311  
[Laurel.thompson@browardschools.com](mailto:Laurel.thompson@browardschools.com)

To SHP: Paula Fynboh  
National Field Director  
Sandy Hook Promise  
13 Church Hill Road  
Newton, Connecticut 06470  
[Paula.fynboh@sandyhookpromise.org](mailto:Paula.fynboh@sandyhookpromise.org)

2.07 **Background Screening.** SHP shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468 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 SHP or its personnel providing any services under the conditions described in the previous sentence. SHP 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 SHP and its personnel. The parties agree that the failure of SHP 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. SHP 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 SHP's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes.

2.08 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. SHP 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, SHP 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. SHP 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 SHP does not



transfer the public records to SBBC. Upon completion of the Agreement, SHP shall transfer, at no cost, to SBBC all public records in possession of SHP or keep and maintain public records required by SBBC to perform the services required under the Agreement. If SHP transfers all public records to SBBC upon completion of the Agreement, SHP shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SHP keeps and maintains public records upon completion of the Agreement, SHP 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, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

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

2.10 **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.

2.11 **Grant Allocation.** The performance and obligations of SBBC under this Agreement shall be contingent upon being provided grant funds from the United States Department of Justice under the Grant Award Notice between SBBC and the Department of Justice, Bureau of Justice Programs for the STOP School Violence Prevention and Mental Health Training Program. If SBBC does not obtain grant funds from the United States Department of Justice for the payment 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.

2.12 **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.

2.13 **Incorporation by Reference.** Exhibit A: Program Schools by Cohort 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.

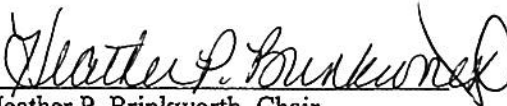
3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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.


**FOR SBBC:**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Heather P. Brinkworth, Chair

(Corporate Seal)

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric  
Abend  
Reason: Sandy Hook  
Promise 2019  
Date: 2019.03.18 14:37:08  
-04'00'

Office of the General Counsel

**FOR SHP:**

(Corporate Seal)

SANDY HOOK PROMISE  
FOUNDATION, INC.

ATTEST:

By *David Conrad*

Print Name: DAVID CONRAD

Title: CFO

\_\_\_\_\_, Secretary

-or-

*Susan Mouchantat*  
Witness

*David Conrad*  
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 CT

COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 15 day of  
March, 2019 by David Conrad of  
Name of Person  
Sandy Hook Promise, on behalf of the corporation/agency.  
Name of Corporation or Agency

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

My Commission Expires:

*Susan Stewart Mouchantat*  
Signature - Notary Public

Susan Stewart Mouchantat  
Printed Name of Notary

(SEAL)

Notary's Commission No. SUSAN STEWART MOUCHANTAT  
Notary Public-Connecticut  
My Commission Expires  
February 29, 2020

**Exhibit A: Program Schools by Cohort**

<b>Cohort 1 Schools</b>	<b>Cohort 2 Schools</b>	<b>Cohort 3 Schools</b>
<b>Middle</b>	<b>Middle</b>	<b>Middle</b>
Lauderdale Lakes Middle	Margate Middle	Attucks Middle
Lauderhill 6-12	North Lauderdale PK-7	Driftwood Middle
Dandy, William E. Middle	Silver Lakes Middle	Sunrise Middle
Parkway Middle	Crystal Lake Middle	Forest Glen Middle
Dillard 6-12	Pompano Beach Middle	New Renaissance Middle
Bair Middle	Rickards, James S. Middle	Perry, Henry D. Middle
Westpine Middle	Gulfstream K-8 Academy	Perry, Annabel C. PK-7
Plantation Middle	McNicol Middle	Olsen Middle
Seminole Middle	New River Middle	Beachside Montessori Village
	Deerfield Beach Middle	Apollo Middle
		Coral Springs PK-6
<b>High</b>	<b>High</b>	<b>High</b>
Anderson, Boyd High	Deerfield Beach High	Hollywood Hills High
Lauderhill 6-12	Coconut Creek High	Coral Springs High
Dillard 6-12	Northeast High	Miramar High
Piper High	Hallandale High	South Broward High
Plantation High	Stranahan High	McArthur High
South Plantation High	Ely, Blanche High	Fort Lauderdale High
	Pompano Beach High	
<b>Educational Center</b>	<b>Educational Center</b>	<b>Educational Center</b>
Pine Ridge Center		Cross Creek Center
Lanier-James Center		Whiddon-Rogers Center
Cypress Run Center		Whispering Pines Center