

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 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

BUCK INSTITUTE FOR EDUCATION CORPORATION

(hereinafter referred to as “BIE”),
whose principal place of business is
3 Hamilton Landing Suite 220
Novato, CA 94949.

WHEREAS, BIE and SBBC are contracting to work together via this Services Agreement (“Agreement”) on professional development services designed to create knowledge and understanding of Project Based Learning (“PBL”) and to support PBL implementation. Our work together will include an array of services and products as specified in this Agreement.

WHEREAS, 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 School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC’s purchase of educational services; and

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2019 and conclude on June 30, 2020.

2.02 **Description of Work.** BIE shall provide professional development services designed to create knowledge and understanding of PBL and to support PBL implementation. The services are specified in the attached Statement of Work (“SOW”) and incorporated as **Attachment A**.

2.03 **Primary Contacts and Responsibilities.**

- (a) **BIE contact:** BIE will provide a primary contact who will manage BIE’s work and provide SBBC with access to a wide variety of tools from BIE’s proprietary District Support Toolkit. The BIE contact will also provide onsite and virtual support to designated Client leaders or contacts, schedule BIE staff and National Faculty (BIE’s outside contractors) for services, arrange logistics of BIE’s professional development events, generate reports, and meet regularly (by phone) with the district PBL Steering Committee and/or District contact.
- (b) **District contact:** SBBC agrees to provide a designated coordinator who will be the primary contact for scheduling and logistics related to the services as outlined in the SOW (**Attachment A**).
- (c) SBBC agrees to provide support for scheduling and logistics for all workshops and coaching sessions. SBBC will also inform attendees about workshop and coaching sessions with enough lead time to ensure optimal attendance and impact. SBBC will also provide meeting space, projector/screens to display the workshop slide-deck, speakers/sound system to project presentation audio/visuals, chart paper, markers, and post-it notes for each service listed.

2.04 **Participation in Services.** Participation in BIE service offerings is limited to members of SBBC’s organization, and may not be used by anyone outside the organization without written permission from BIE. Seats in any BIE service are not for resale. Each service that BIE provides has a maximum number of participants, instructionally designed to be the optimum attendance for quality work.

2.05 **Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should BIE 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.

2.06 **SBBC Disclosure of Employee Records.**

(a) SBBC will provide BIE the records listed in this section for professional development services designed to create knowledge and understanding of Project Based Learning (“PBL”) and to support PBL implementation. This work will include an array of services and products, which are specified in the attached Statement of Work (“SOW”) (**Attachment A**).

(b) SBBC will provide BIE with the following employee records:

- 1) First and Last Name
- 2) Job Title
- 3) Work Location
- 4) Work Phone Number
- 5) Work E Mail Address
- 6) Optional surveys for employees to complete after each workshop

2.07 **Safeguarding Confidential Employee Records.** Notwithstanding any provision to the contrary within this Agreement, BIE shall:

- (a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,
- (b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law,
- (c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement,
- (d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information,
- (e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at 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,
- (f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and
- (g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.08 **Intellectual Property.**

- (a) BIE has developed a proven and proprietary method to teach PBL using certain protocols, methods, modules, audiovisual, online materials, instructional methodology, framework, and series of PBL steps. ("Intellectual Property"). This Intellectual Property and any related proprietary methodology are embodied in various BIE owned copyrighted works.
- (b) To the extent that BIE makes any modifications, alterations, add-ons, versions, updates, or other changes to the Intellectual Property, such modifications, alterations, add-ons, versions, updates or other changes shall constitute derivative works, which shall be considered part of the Intellectual Property defined herein.
- (c) BIE reserves and retains all right, title, interest, and goodwill in and to the Intellectual Property, regardless of the form or media in which it may exist. BIE hereby provides a limited, royalty-free, non-exclusive right to SBBC to use the Intellectual Property within its organization and in connection with the services outlined in the SOW (**Attachment A**) and/ Book of Services.
- (d) SBBC hereby agrees that it will not distribute, circulate, copy, cause to be copied, or otherwise replicate the Intellectual Property for use other than within SBBC's organization in connection with the services outlined on the SOW (**Attachment A**) or as otherwise set forth herein.

- (e) SBBC shall retain exclusive copyrights to all written material, such as project design blueprints, developed by its participants during professional services events.
- (f) To the extent that Client utilizes any trademark owned by BIE in connection with any promotion of any of the services listed in the SOW (**Attachment A**) or described in the Book of Services, BIE hereby grants Client a non-exclusive, royalty-free, limited license to use any BIE trademarks as described in this paragraph. Any and all goodwill associated with the use of said trademarks will inure to the benefit of BIE. BIE trademarks include, but not limited to, BIE, BUCK INSTITUTE FOR EDUCATION, PBL, PROJECT BASED LEARNING and any and all corresponding designs associated therewith.

2.09 **Terms of Payment.**

- (a) SBBC agrees to pay BIE Three Hundred Seventy-Five Thousand, Four Hundred Dollars and 00/100 Cents (\$357,362.50) as outlined in the attached SOW (**Attachment A**).
- (b) BIE shall submit invoices to SBBC within thirty (30) calendar days following each service provided, per the Statement of Work.
- (c) SBBC will submit payment to BIE upon receipt of each invoice thirty (30) calendar days from receipt and satisfactory completion of all Work as determined by SBBC.
- (d) Monthly coaching services will be billed as retainer fees, and are not rolled over into later months if they are not used.
- (e) If SBBC requires a purchase order (PO) for individual services, they agree to deliver it to BIE thirty (30) calendar days prior to each service start date.

2.10 **Rescheduling of Services.**

- (a) If SBBC needs to change the planned dates of any of the contracted services, a request must be made in writing thirty (30) calendar days in advance of the scheduled date. SBBC agrees to diligently work to reschedule within sixty (60) calendar days of such notice.
- (b) Rescheduling requests for each service are subject to fees described in the SOW (**Attachment A**) in order to compensate for costs already incurred by BIE as a part of the scheduling process.
- (c) If no rescheduled date is provided within thirty (30) calendar days of the scheduled service date, SBBC will be invoiced for the full cancellation fee.
- (d) If BIE cancels or fails to deliver a scheduled service, they will not invoice SBBC until the rescheduled service is delivered.

2.11 **Research data, use of images, and use of Client name.**

- (a) SBBC understands that BIE is a research organization and that the survey data and other observations collected from Client participants may inform research studies.
- (b) BIE may include SBBC's name and logo in its customer list and on its website customer list. Subsequent to the execution of this Agreement by both parties, should BIE wish to issue a press release(s) regarding SBBC it must first coordinate its efforts with appropriate School District staff to obtain the approval

of the School District's Chief Public Information officer prior to issuance of same press release.

- (c) BIE agrees to comply with all requirements of the District's IRB and Research Review Process prior to conducting research or evaluating the impact of the program . Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

2.12 **Sub-Contractor Disclosures.**

- (a) BIE and SBBC agree that BIE may delegate an appropriately trained and experienced primary presenter, a "National Faculty" designee, for the training programs described in this Services Agreement. BIE will be solely responsible for payment of his/her compensation. National Faculty members are not BIE employees. When delegated to a particular project, a National Faculty member serves in the capacity of an independent contractor to BIE. The person(s) assigned by BIE to act as presenter of BIE materials under this Agreement is not an agent of BIE and has no authority to modify the terms and provisions of this Agreement on behalf of BIE, or to bind BIE to provide any additional materials or services related to this Agreement which are not specified in this Agreement.
- (b) Nothing contained in this Agreement shall create any contractual relation between SBBC and any BIE sub-contractor.
- (c) BIE shall be responsible to SBBC for the acts and omissions of its employees, agents and sub-contractors, their agents and employees, and all other persons performing any of the Work under a contract to BIE.

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

(g) Inspector General Audits. *BIE* 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.

2.14 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: Chief Academic Officer
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To BIE
Brandon Wiley
3 Hamilton Landing Suite 220
Novato, CA 94949.

With a Copy to: Rhonda Hill
3 Hamilton Landing Suite 220
Novato, CA 94949.

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

2.16 **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.

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.

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

2.18 **Insurance Requirements.** BIE shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** BIE shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** BIE shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** BIE shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** BIE shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by BIE to SBBC's Risk Management Department by Certificate of

Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit BIE to remedy any deficiencies. BIE must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. BIE is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.19 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.

2.20 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.

2.21 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.

2.22 Incorporation by Reference. Attachment A 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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar day's 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) calendar 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

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BIE

(Corporate Seal)

ATTEST:

Buck Institute for Education Corporation

By Robert Lenz
Signature

, Secretary

Printed Name: Robert Lenz

Title: CEO

-or-

[Signature]
Witness

[Signature]
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 Hawaii

COUNTY OF Honolulu

The foregoing instrument was acknowledged before me this 5th day of June, 2019 by Robert Lenz of

Name of Person

Buck Institute for Education Corporation on behalf of the corporation/agency.
Name of Corporation or Agency

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

My Commission Expires:

COMMISSION EXPIRES ON JULY 19, 2019

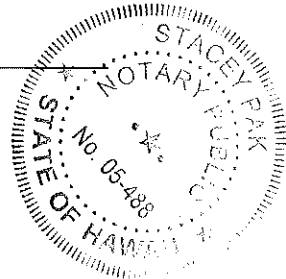
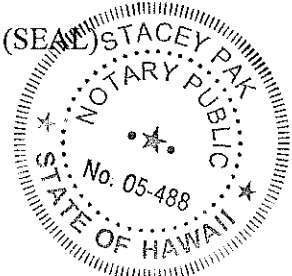
[Signature]
Signature - Notary Public

STACEY PAK

Printed Name of Notary

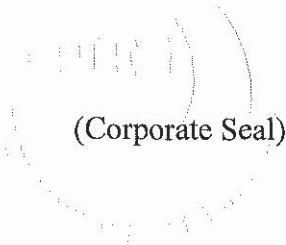
05-488
Notary's Commission No.

Doc. Date: Undated # Pages: 14
Stacey Pak First Circuit
Doc. Description: Services Agreement



[Signature] 06/05/2019
Notary Signature Date

FOR BIE



(Corporate Seal)

Buck Institute for Education Corporation

By Bruce Abbott Signature

ATTEST:

Printed Name: Bruce Abbott

Title: Treasurer

_____, Secretary

-or-

[Signature]
Witness

[Signature]
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 California

County of Marin

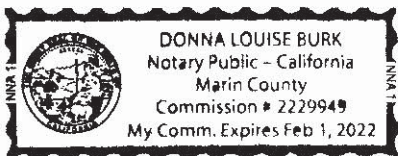
On June 7, 2019 before me, Donna L. Burk
Date Here insert Name and Title of the Officer

Personally appeared Bruce Abbott,
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

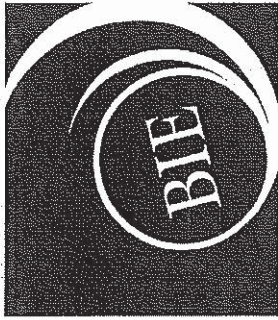
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above



BUCK INSTITUTE FOR EDUCATION

P B L D O N E W E L L

Statement of Work

SCHOOL AND DISTRICT LEADERSHIP SERVICES

BIE Provided Services	Timeline	Maximum Participants	Duration	Quantity	Item Cost	Total Cost
District Development Coaching (Virtual Support -- 8 hours/month) (Cohort 2)	July, 2019 - June, 2020	N/A	1 day	12 months	\$1,600.00 /month	\$19,200.00
PBL Leader Series -- Launch (Cohort 2)	July, 2019	50 attendees	3 days	1 workshop	\$15,000.00 /workshop	\$15,000.00 Discounted price (10%): \$13,500.00
PBL Leader Series - Culture Module (Cohort 2)	October, 2019	50 attendees	1 day	1 workshop	\$7,500.00 /workshop	\$7,500.00 Discounted price (10%): \$6,750.00
PBL Leader Series - Infrastructure Module (Cohort 1 & 2)	October, 2019; January, 2020	50 attendees	1 day	2 workshops	\$7,500.00 /workshop	\$15,000.00 Discounted price (10%): \$13,500.00



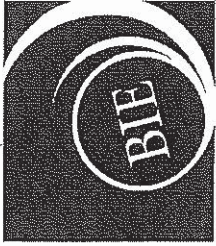
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P B L D O N E W E L L

PBL Leader Series - Capacity Building Module (Cohort 2)	January, 2020	50 attendees	1 day	1 workshop	\$7,500.00 /workshop	\$7,500.00 Discounted price (10%): \$6,750.00
PBL Leader Series - Continuous Improvement Module (Cohort 2)	April, 2020	50 attendees	1 day	1 workshop	\$7,500.00 /workshop	\$7,500.00 Discounted price (10%): \$6,750.00
Leader Sustained Support Visit (2-day) (Cohort 2)	October, 2019 - June, 2020	N/A	2 days	2 visits	\$8,250.00 /visit	\$16,500.00 Discounted price (10%): \$14,850.00
SCHOOL & DISTRICT LEADERSHIP SERVICES – July 1, 2019 - June 30, 2020 (FAIR MARKET VALUE - YEARLY SUBTOTAL)						
DISCOUNTED AMOUNT						
SCHOOL & DISTRICT LEADERSHIP SERVICES – July 1, 2019 - June 30, 2020 (YEARLY SUBTOTAL WITH DISCOUNTS)						
\$88,200.00						
-\$6,900.00						
\$81,300.00						

TEACHER DEVELOPMENT SERVICES

BIE Provided Services	Timeline	Maximum Participants	Duration	Quantity	Item Cost	Total Cost
Project Slice - Making Space for Change	July, 2019	35 attendees	1 day	15 workshops	\$7,500.00 /workshop	\$112,500.00 Discounted price (35%):



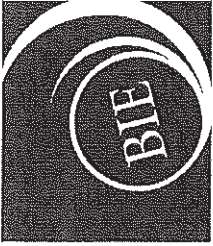
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PBL 101	July, 2019	35 attendees	3 days	15 workshops	\$12,250.00 /workshop	\$73,125.00
Teacher Sustained Support Visit (4-day) (Two 4-day SSVs in Fall, Two 4-day SSV in Spring)	October, 2019 - March, 2020	35 attendees	4 days	4 visits	\$13,750.00 /visit	Discounted price (15%): \$156,187.50
TEACHER DEVELOPMENT SERVICES – JULY 1, 2019 - JUNE 30, 2020 (FAIR MARKET VALUE - YEARLY SUBTOTAL)						
DISCOUNTED AMOUNT						-\$75,187.50
TEACHER DEVELOPMENT SERVICES – JULY 1, 2019 - JUNE 30, 2020 (YEARLY SUBTOTAL WITH DISCOUNTS)						
TOTAL SERVICES – LEADER & TEACHER (FAIR MARKET VALUE) JULY 1, 2019 – JUNE 30, 2020						\$439,450.00
TOTAL DISCOUNT OFFERED						-\$82,087.50
TOTAL SERVICES – LEADER & TEACHER (WITH DISCOUNTS) – JULY 1, 2019 – JUNE 30, 2020						\$357,362.50

Pricing is all-inclusive of materials, facilitators' travel and accommodations within the continental United States, along with other applicable fees. The prices listed are in USD and do not include any applicable taxes for services provided outside of the United States.

This Services Agreement reflects the scheduling and pricing only for the scheduled service(s) listed:



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P B L D O N E W E L L

Additional fees may be charged for rescheduling and/or cancellation as shown below:

Notification Period (# of days prior to the confirmed service delivery date)	Rescheduling Fee (per service) (USD)	Cancellation Fee (per service) (USD)
8-30 days	\$500 *	\$2,500
1-7 days	\$750*	\$2,500
< 24 hours (including, but not limited to, incidents of inclement weather, fire, power failure, or other similar occurrence)	\$1,000 + Full reimbursement of travel expenses will be required.	Full cost of service

* Including, but not limited to, failure to provide BIE with a PO if the Client requires PO for purchase or payment of these services.