

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

SCHOLASTIC INC.
(hereinafter referred to as "Scholastic"),
whose principal place of business is
557 Broadway, New York, New York 10012

WHEREAS, the District desires to purchase certain software as more fully detailed in Exhibit A (collectively, the "Program"), and/or related services as described in **Exhibit A** (collectively, the "Services"); and

WHEREAS, Scholastic desires to license the Program to the District, and perform the Services, in consideration for the Fees.

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 by both parties and conclude on October 1, 2020.

2.02 **Program and Services.**

(a) Subject to the payment of the Fees (as defined herein), Scholastic 1) shall provide the training and support services as set forth in **Exhibit A** (the "Services") (attached hereto and incorporated herein by reference) and 2) hereby grants to the District a limited, nonexclusive license to use the Program for its own non-commercial use, in machine-readable, object code form

only. The license of each Program is further governed by each Program's end user license agreement ("EULA").

(b) The Services are provided on the basis of an eight (8) hour day. Any cancellations or rescheduling of Services must be done with no less than five (5) business days' notice, or the District will be charged for the cancelled day. Unless otherwise agreed upon in writing, all services must be delivered within twenty-four (24) months of purchase.

2.03 SBBC Disclosure of Education Records.

(a) SBBC will provide Scholastic the records listed in this section for the purpose of measuring a school's capacity for developing effective partnerships with families. Scholastic will provide each school with a report, and Scholastic will provide the District with a summary report.

(b) SBBC will provide Scholastic with the following education records: Scholastic Family Engagement Assessment, which are completed surveys of parents of SBBC students. Information will include responses about family engagement practices. No names or personally identifiable information will be provided to Scholastic. No data will be collected from students. To provide meaningful results and protect the privacy of individual students, data are not reported when the total number of students in a group is less than 10. Survey administration shall comply with the Protection of Pupil Rights Amendment and Florida Statute 1002.222.

(c) SBBC will obtain written consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing or allowing access to the education records listed in this section.

2.04 Scholastic Confidentiality of Education Records.

Notwithstanding any provision to the contrary within this Agreement, Scholastic shall:

(a) 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;

(b) 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;

(c) 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.

2.05 **SBBC Disclosure of Employee Information.**

(a) SBBC will provide Scholastic the employee records listed in this section for the Family Engagement Assessment.

(b) SBBC will provide Scholastic with the following employee record: Confidential survey responses from teachers and administration.

2.06 **Research Studies.** ~~Facilitators of~~ Research or program evaluation studies conducted by Scholastic that impact the daily activities of students, parents or staff, or require use of data from same individuals must submit a Research Request to the District's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The District's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure:

- (a) the purpose, scope, limitations, and duration of study is clearly outlined;
- (b) the protection of human subjects in the research process;
- (c) personally identifiable information (PII) is only used for purposes of the identified study;
- (d) PII is only used by representatives of the organization identified in this agreement; and
- (e) the safe and confidential storage and transmittal of education records. The purposes and scope of the study/studies must align with the stated objectives of this agreement, and must be conducted during the term of this agreement. Scholastic agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. Scholastic agrees to comply with all requirements of the District's IRB and Research Review Process.

2.07 **Fees.** The SBBC agrees to pay for the Services and the license to the Program a total purchase price of Two Hundred Ninety-Seven Thousand, Seven Hundred Seventy-One Dollars and 00/10 Cents (\$297,771.00) as set forth in **Exhibit A** and section 2.08 **Payment.**, below.

2.08 **Payment.** Scholastic shall submit an appropriate invoice to SBBC in the amount of One Hundred One Thousand, Eight Hundred Twenty Dollars and 00/100 Cents (\$101,820.00) subsequent to delivery of Scholastic Literacy Events (SLE) take-home books and Social-Emotional Learning take-home books. Scholastic shall send an appropriate invoice to the SBBC on a monthly basis, as Scholastic delivers, for all the services listed: Family Engagement Assessment (FEA) Parts 1-3 (\$83,979.00); MAPP Workshop Sessions 1, 2, and 3 (\$47,988.00); Parent Liaison Boot Camp Sessions 1-2 and Onsite Coaching for Parent Liasons (\$31,992.00); and Coaching for Building Action Teams (\$31,992.00). All appropriate invoices shall be paid within sixty (60) calendar days of receipt and after delivery of goods and services as set forth in **Exhibit A**. If such payments are not made within sixty (60) calendar days, Scholastic may terminate this Agreement upon thirty (30) calendar days prior written notice of such breach, unless such breach is promptly cured. Program is shipped FOB shipping point.

2.09 **Intellectual Property Rights.** The District acknowledges and agrees that all right, title, and interest in and to the Program and the Services, including associated intellectual

property rights, are and shall remain with Scholastic and/or its licensors. The District agrees that the Program and any additional material that may be created pursuant to this Agreement is the exclusive property of Scholastic and all right, title and interest therein, including all intellectual property rights such as copyright, shall automatically vest in Scholastic. For the avoidance of doubt, the term "Program" includes all accompanying materials and documentation, and all training and other written materials provided in connection with the Services. The Program, if it includes software and is a seat license, may be installed on the number of servers and workstations required to support the number of licensed seats purchased with the Program. The District agrees that it shall not assign, sublicense, transfer, pledge, lease, rent, or share its rights under this Agreement. The District shall not disassemble, decompile, reverse engineer, or create derivative works from the Program.

2.10 **Assignment.** The District shall not assign or transfer this Agreement to any person, firm, corporation, or any other entity, without the prior written consent of Scholastic.

2.11 **Headings and Survival.** The headings of the paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, are of no binding effect, and in no respect define, limit or describe the scope of this Agreement or the intent of any paragraph herein. Sections 2 and 6-8 shall survive termination or expiration of this Agreement.

2.12 **Relationship of the Parties.** It is acknowledged and agreed that each party is a separately established entity, and that no party is the partner or legal representative of the other, nor does any party have the authority to bind the others to any legal obligation.

2.13 **Full Agreement.** This Agreement, together with the EULA provided with the Program, and the Hosting Services Terms and Conditions accepted by the District in connection with any hosting services it may purchase, constitutes the entire understanding and agreement between the parties concerning the subject matter herein, and supersedes all prior agreements or representations, oral or written. In the event any provision of any EULA, the Hosting Services Terms and Conditions and this Agreement conflict, this Agreement shall govern with respect to such provision. No amendment or modification of this Agreement will be effective unless in writing and signed by both parties, with the exception of any EULAs or the Hosting Services Terms and Conditions provided with the Program or any updates to the Program.

2.14 **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard for its choice of law principles. The parties agree to submit to the exclusive jurisdiction of the courts of New York for any disputes or claims arising from or in connection with this Agreement.

2.15 **Inspection of Scholastic Records by SBBC.** Scholastic shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of Scholastic's Records related to this Agreement, 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 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 and verify any and all invoices, billings, payments and/or claims submitted by Scholastic or any of Scholastic's payees pursuant to this Agreement. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Scholastic's Records related to this Agreement from the effective date of this Agreement, for the duration of the term of the 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 Scholastic pursuant to this Agreement. SBBC's agent or its authorized representative shall provide Scholastic with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the Scholastic's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. Scholastic 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.

2.16 **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:	Assistant Director, Family and Community Engagement The School Board of Broward County, Florida 1400 NW 14 th Ct, Fort Lauderdale, FL 33311
To Scholastic:	Scholastic Inc. 90 Old Sherman Turnpike Danbury, CT 06810 Attention: Toni Abrahams
With a Copy to:	Scholastic Inc. The Scholastic Building 557 Broadway (Entrance at 130 Mercer St.) New York, NY 10012 Attn: Linda M. Gadsby, Esq. Vice President & Deputy General Counsel

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

2.18 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Scholastic 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, Scholastic 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. Scholastic 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 Scholastic does not transfer the public records to SBBC. Upon completion of the Agreement, Scholastic shall transfer, at no cost, to SBBC all public records in possession of Scholastic or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Scholastic transfers all public records to SBBC upon completion of the Agreement, Scholastic shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Scholastic keeps and maintains public records upon completion of the Agreement, Scholastic 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.

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

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

(a) **General Liability.** Scholastic 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.** Scholastic 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) **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.

(d) **Verification of Coverage.** Proof of the required insurance must be furnished by Scholastic 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 Scholastic to remedy any deficiencies. Scholastic must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(e) **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.

(f) Cancellation of Insurance. Scholastic 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.

(g) 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.

2.21 Nondiscrimination.

(a) As a condition of entering into this Agreement, Scholastic represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, Scholastic shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Scholastic retaliate against any person for reporting instances of such discrimination. Scholastic shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. Scholastic understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.22 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.

2.23 **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.

2.24 **Incorporation by Reference.** Exhibit 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) 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 effect 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 TO 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]

EXHIBIT A- Services and Fees

1/2 day foundational workshop to help district staff and leaders from the 20 schools learn how family engagement can be a high-impact strategy to improve student outcomes.	-
Parent Liaison Boot Camp Session 1(onsite)-6 hours	\$7,998
Parent Liaison Boot Camp Session 2 (onsite)-6 hours	
Coaching for Parent Liaisons (onsite)-6 days total	\$23,994
Mapp Workshop Session 1(onsite)-6 hours, the 20 schools train (in 3 cohorts).	\$15,996
Mapp Workshop_Session 2 (onsite)-6 hours, the 20 schools train (in 3 cohorts) to design a capacity-based Family Literacy SLE Event using the Dual-Capacity	\$15,996
SLE Literacy Event Take Home Books-9 kits per school for each of the 20 schools	\$71,820
Social-Emotional Learning Take Home Books-books for 100 students at each of the 20	\$30,000
Hold repurposed Family SLE Literacy Event (done by teams)	-
Finalize plans for FEA with building leadership (virtual)	-
FEA Part 1(onsite)-Walk-through of the 20 buildings (Scholastic staff plus administrator)	
FEA Part 2 (virtual)-administrator, teacher, family surveys plus document review,technology review,and shopper calls	\$83,979
FEA Part 3 (onsite)-3 hours, teams from the 20 schools participate in PD session for school teams to review FEA results	
Mapp Workshop Session 3 (onsite)-6 hours, the 20 schools train (in 3 cohorts) to debrief Family SEL Literacy Event and complete year long action plans	\$15,996
Coaching for Building Action Teams (onsite) - 8days total	\$31,992
Total	\$297,771