

**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

**CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY**

(hereinafter referred to as "CSC"),  
a special district created by Chapter 2000-461, Laws of  
Florida, whose principal place of business is  
6600 West Commercial Boulevard, Lauderdale, Florida 33319

**WHEREAS**, the CSC and SBBC wish to improve instruction by significantly increasing the number of children ready for school, achieving academically once in school, and staying in school through graduation; and

**WHEREAS**, the achievement of those goals will greatly benefit the academic progress of students within Broward County, Florida; and

**WHEREAS**, the CSC has committed to partner with the SBBC for the delivery of the eleven (11) CSC fully sustained 21<sup>st</sup> CCLC High School programs that provide programming to enhance the academic enrichment and remediation activities offered by CSC's fully sustained 21<sup>st</sup> CCLC program known as the LEAP High School programs offered after school and during the summer at Stranahan High School, Dillard High School, Hallandale High School, Blanche Ely High School, Northeast High School, Boyd Anderson High School, Deerfield Beach High School, Plantation High School, McArthur High School, Piper High School and Miramar High School; and

**WHEREAS**, the CSC desires to fully sustain the programmatic portion for the eleven (11) High Schools, while the SBBC will continue to provide transportation, USDA approved snacks and/or meals, and minimal facility usage fees during the school year when schools are open, on occasional Saturday's, and when schools are open during the summer at all eleven (11) high schools.

**WHEREAS**, the CSC and SBBC also wishes these improvements by significantly increasing the number of elementary, middle and high school students ready for school, achieving academically once in school, and staying in school through graduation; and

**WHEREAS**, the CSC is willing to provide third-party evaluation of individual level test results and data studies to assist SBBC in its achievement of such goals by serving students in CSC funded elementary, middle, and high school programs, including but not limited to: Maximizing Out of School Time (MOST) for General and Special Need student populations; Youth Force for

General and Special Need student populations; Maternal and Child Health; Family Supports; Dependency and Delinquency Supports; Literacy and Early Education; School Health; Respite; Health Youth Transitions; and Independent Living.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other goods 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 3.04 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on July 31, 2021.

2.02 **Purpose of this Agreement**:

(a) The CSC agrees to:

- (1) Ensure CSC funded programs are supporting student gains during the regular school day and out-of-school time.
- (2) Customize CSC funded LEAP High School programs to target District priorities such as decreasing internal/external suspensions, increasing attendance, decreasing bullying behaviors, and/or improving academic performance, including increasing Florida Standards Assessment and End of Course Exam scores.
- (3) Enhance the quality of CSC social service programs delivered to students and families.
- (4) Allow each High School principal to recommend someone from their school leadership team to serve as the CSC LEAP High School program Site Lead.
- (5) Provide the SBBC with a copy of CSC's Annual Performance Measures for the CSC's funded LEAP High Schools.
- (6) Under the terms of this Agreement, CSC may conduct a research study for the purpose of evaluating the quality and effectiveness of services impacting students, parents or staff. The design, procedures, and potential impact on school and district operations of said study must be reviewed and approved by the District's

Institutional Review Board (IRB) prior to the initiation of any research activities. Approval through the District's IRB and Research Review Process will ensure:

- (i) the purpose, scope, limitations, and duration of study is clearly outlined;
- (ii) the protection of human subjects in the research process;
- (iii) personally identifiable information (PII) is only used for purposes of the identified study;
- (iv) PII is only used by representatives of the organization identified in this agreement; and
- (v) the safe and confidential storage and transmittal of education records. CSC 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 CSC agrees to comply with all requirements of the District's IRB and Research Review Process, which may be accessed at: <http://www.broward.k12.fl.us/sar/irb/index.htm>.

(b) The SBBC agrees to:

- (1) Provide transportation from the afterschool program to home only for students participating in the afterschool programs at the eleven (11) high school sites for the duration of this agreement.
- (2) Provide the USDA Supper Program and approved snacks to students participating in the afterschool programs at the eleven (11) high school sites.
- (3) Work with the CSC to implement a transportation plan only for students participating in the CSC afterschool programs at the eleven (11) high school sites for the 2020 and 2021 summer programs.
- (4) Work with the CSC to provide USDA Summer Food Program and approved snacks or breakfast only for students participating in the afterschool programs at the eleven (11) high school sites in the 2020 and 2021 summer programs.
- (5) Modifies the requirements as set forth in the SBBC Before and After School Child Care guidelines to better serve the needs of the students enrolled in the in the CSC's LEAP High School programs; and continues to grant access to the eleven (11) high schools hosting CSC's LEAP High School programs at the existing facilities usage charge of \$250 during the school year and \$250 during the summer.

(c) The parties agree that sharing of data for the above named purposes of this agreement will assist the CSC and SBBC staff to align their day and out-of-school time programs for greater student achievement.

2.03 **Contact Persons:** Unless altered by notice given pursuant to Section 3.16 of this Agreement, the contact persons for the respective parties to this Agreement are as follows:

For CSC: Dr. Carl M. Dasse, System Administrator  
The Children's Services Council of Broward County  
6600 West Commercial Boulevard  
Lauderhill, Florida 33319  
Telephone: (954) 377-1669  
Facsimile: (954) 377-1683

For SBBC: Dr. Antoine Hickman, Chief, Student Support Initiatives and Recovery Officer  
Lauderdale Manors Early Learning & Resource Center  
1400 NW 14 Court  
Fort Lauderdale, Florida 33311

2.04 **Background Screening:** CSC agrees to comply with all requirements of Section 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. The background screening will be conducted by SBBC in advance of CSC or its personnel providing any services under the conditions described in the previous sentence. CSC 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 CSC and its personnel. The Parties agree that the failure of CSC 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. To the extent permitted by law, CSC 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 in CSC's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CSC of sovereign immunity or of any rights secured by Section 768.28, Florida Statutes.

2.05 **Indemnification:** To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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 to be a waiver of any rights secured by Section 768.28, Florida Statutes.

2.06 **SBBC Disclosure of Education Records:**

- (a) The education records listed in paragraph (c) of this section shall be disclosed by SBBC to CSC, for the purposes of (1) enrolling students into CSC funded programs, (2) for CSC to

research and evaluate the effectiveness of CSC funded programs, pursuant to Section 2.02 (a) (6), at improving student's school performance, behavior, attendance, graduation rates, and the transition to post-secondary opportunities, and (3) care coordination purposes.

- (b) CSC will re-disclose certain education records listed in Section 2.06 (c) to certain provider agencies ("Provider(s)") for the purpose of allowing those Provider(s) to effectively provide services and case coordination to help students improve school performance, behavior, attendance, graduation rates, and the transition to post-secondary opportunities
- (c) SBBC shall give to CSC, the following education records:
  - (1) demographics (including the students' first and last names, SBBC student identification number, race, gender, disability, home language, country of origin, eligibility for free and reduced lunch, English proficiency, Florida student identification number, and home address);
  - (2) attendance;
  - (3) schedule;
  - (4) grades;
  - (5) test scores;
  - (6) promotion status;
  - (7) risk assessment data;
  - (8) suspensions/expulsions; and
  - (9) Career Technical Education credential attainment.
- (d) Disclosures of SBBC education records, must be limited to only the students served in the CSC funded programs listed in section (e) below, and to the types of records and purposes listed in this agreement.
- (e) The CSC programs utilizing data from this Agreement include the: CSC LEAP High Program; CSC LEAP HIGH BOSS Program; CSC COMPASS Program; CSC Good Neighbor Store Program; Maximizing Out of School Time (MOST) for General and Special Need student populations; Youth Force for General and Special Need student populations; Maternal and Child Health; Family Supports; Dependency and Delinquency Supports; Literacy and Early Education; School Health; Respite; Health Youth Transitions; and Independent Living.
- (f) CSC, through its funded providers, shall obtain written signed consent from each student's parent/guardian or student age 18 or older prior to receiving the education records listed above from SBBC. This signed consent will be obtained by the CSC provider providing the services for the programs in section (e). The signed consent must clearly inform each student's parent/guardian or student age 18 or older receiving services that SBBC will be providing the education records to the CSC and the CSC will be providing education records to the Provider. Further, the CSC will provide SBBC with an electronic copy of the consent(s) upon emailed request by SBBC. See Paragraph 2.08 (b).

2.07 **CSC Confidentiality of Education Records:**

- (a) Notwithstanding any provision to the contrary within this Agreement, CSC shall:
- (1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
  - (2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  - (3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
  - (4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
  - (5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  - (6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - (7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
  - (8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - (9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - (10) provide SBBC with the name and contact information of its employee who shall

serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

- (11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) CSC shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **Providers:** Should CSC enter into a subcontract with a Provider(s) to fulfill its responsibilities of implementing the Programs under this Agreement, then CSC shall:

- (a) Give each Provider solely the specific education record(s) of the students that the Provider is subcontracted to service, after the Provider has obtained written signed consent from each student's parent/guardian or student 18 years of age or older.
- (b) Add the following provisions to the Agreements between CSC and the Provider(s):

**Notification for Use of Participant Data**

**Informed Consent Process Authorizing Release of The School  
Board of Broward County Data**

CSC funded [name of program from section 2.06 (e)] shall provide all parents/guardians or youth 18 years of age or older enrolled in their program with the following written statement that must be signed, retained by the Provider, and verified in CSC's Services Activities Management Information System (SAMIS):

The after school/summer program operated by *[insert name of Provider]* that your child participates in is funded by the Children's Services Council of Broward County (CSC). The CSC uses data from The School Board of Broward County (SBBC) to research and evaluate the success of the *[insert name of Provider]* at serving your child. To use SBBC data, the SBBC requires parents/guardians or students 18 years of age or older to read and sign the information below.

**The School Board of Broward County Informed Consent**

The SBBC shares data with the CSC, for the purposes of: (1) enrolling students into CSC programs; (2) researching and evaluating the effectiveness of CSC programs at improving student's school performance, behavior, attendance, graduation rates, and their transition to career pathways; and, (3) care coordination purposes. The shared education records include: **students' first and last names; student SBBC identification number; race; gender; disability; home language; country of origin; eligibility for free and reduced lunch; English proficiency; Florida student identification number; home address; attendance; schedule; grades; test scores; promotion status; risk assessment data; Career Technical Education credential attainment; suspensions and/or expulsions.**

The education records listed above will be disclosed by SBBC to the CSC and to *[insert name of Provider]* by CSC so *[insert name of Provider]* can effectively provide case coordination services to help students improve: school performance; behavior; attendance; graduation rates; and their transition to post-secondary opportunities.

By signing below, the parent/guardian or student 18 years of age or older provides their expressed written consent for SBBC to disclose their education records pursuant in the paragraphs above. Further, the parent/guardian or student 18 years of age or older understands this consent is valid for the term of the of the Agreement between CSC and *[insert name of Provider]* unless the parent/guardian or student 18 years of age or older withdraws consent in writing prior to the term of the Agreement.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

***[insert name of Provider]* Confidentiality of Education Records**

(a) Notwithstanding any provision to the contrary within this Agreement, *[insert name of Provider]* shall:



- (1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- (2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- (3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- (4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- (5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- (6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- (7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- (8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing

so, including, but not limited to, those required by Section 501.171, Florida Statutes;

- (9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- (10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and,
- (11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

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

(c) *[insert name of Provider]* shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

- (c) Provide SBBC with an electronic copy of agreement(s) it has with its Provider(s) upon SBBC emailed request to CSC Custodian of Public Records, which may be accessed at: [records@cscbroward.org](mailto:records@cscbroward.org).

2.09 **Program Evaluation and Studies Conducted for SBBC:** Under the terms of this Agreement, CSC will be conducting program evaluation and studies for, or on behalf of SBBC, to: (a) develop, validate or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. The purposes and scope of the program evaluation is described as follows: CSC Annual Performance Reports. SBBC may disclose personally identifiable information from an education record of a student to CSC in order for it to conduct said program evaluation. The type of personally identifiable student information to be disclosed by SBBC to CSC is described as outlined in 2.06 of this agreement. CSC agrees that the program evaluation or study shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than the representatives of CSC that have legitimate interests in the information. The program evaluation shall commence upon execution of this agreement and conclude July 31, 2020. CSC agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the program evaluation or study is to be conducted. CSC acknowledges and agrees that it may use personally identifiable information from education records only to meet the purpose or purposes of the program evaluation or study as stated in this Agreement. For research studies, CSC agrees to comply with all requirements of the District's IRB and Research Review Process, which may be accessed at: <http://www.broward.k12.fl.us/sar/irb/index.htm>.

2.10 **Liability:** Each party agrees to be fully responsible 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. 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.

2.11 **Insurance Requirements:** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured for general liability under Florida Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Each party further acknowledges to maintain, at its sole discretion, Specific Excess General Liability in the amount of \$1,000,000 combined single limit per occurrence, solely for any liability resulting from entry of a claims-bill pursuant to Section 768.28(5) Florida Statutes, or liability imposed pursuant to Federal Law.

- (a) Self-insured Workers' Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/ disease-policy limit).
- (b) Automobile Liability Insurance: Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage.

- (c) Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28 Florida Statute.

2.12 **Required Conditions:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

- (a) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
- (b) 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

2.13 **Inspection of CSC's Records by SBBC:** CSC shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of CSC's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to CSC's Records 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 CSC pursuant to this Agreement. SBBC's agent or its authorized representative shall provide CSC 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 CSC'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. CSC 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 **Public Records:** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.15 **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.

### **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 manner arising out of any contract.

3.03 **Non-Discrimination:** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination:** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) calendar days written notice to the other party of its desire to terminate this Agreement.

3.05 **Public Records:** 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.

3.06 **Entire 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 the 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.

3.07 **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.

3.08 **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 express 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.

3.09 **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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws:** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law:** 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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **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 receive payments from SBBC.

3.14 **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.

3.15 **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.

3.16 **Severability:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To CSC: Cindy J. Arenberg Seltzer, President/CEO  
The Children's Services Council of Broward County  
6600 West Commercial Boulevard  
Lauderhill, Florida 33319

With a Copy to: Sue Gallagher, Chief Innovation Officer  
The Children's Services Council of Broward County  
6600 West Commercial Boulevard  
Lauderhill, Florida 33319

To SBBC: Robert W. Runcie  
Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Dr. Antoine Hickman, Chief, Student Support  
Initiatives and Recovery Officer  
Lauderdale Manors Early Learning & Resource Center  
1400 NW 14 Court  
Fort Lauderdale, Florida 33311

3.18 **Captions:** The captions, section number, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

(THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT  
BLANK)



FOR CSC:

(Corporate Seal)

CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY

By Cindy Arenberg Seltzer  
Cindy Arenberg Seltzer, President

ATTEST:

\_\_\_\_\_  
Secretary

-OR-  
Amy Jacques  
Witness  
Mary-Ann  
Witness

Approved as to form by:

John Milledge  
John Milledge, Esq  
200 Las Olas Circle Building  
200 Southwest First Avenue, Suite 800  
Fort Lauderdale, Florida 33301

**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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of

\_\_\_\_\_  
Name of Person  
\_\_\_\_\_, on behalf of the corporation/agency.

\_\_\_\_\_  
Name of Corporation or Agency

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

My Commission Expires:

\_\_\_\_\_  
Signature - Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

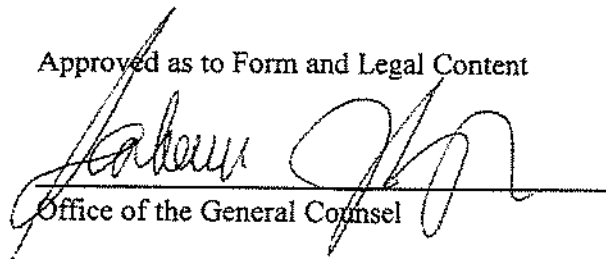
**FOR SBBC**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie  
Superintendent Broward County Schools

Approved as to Form and Legal Content

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