



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2020-05-19 10:05 - Regular School Board Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	EE. OFFICE OF STRATEGY & OPERATIONS
<b>DEPARTMENT</b>	Procurement & Warehousing Services

<b>Special Order Request</b> <input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Time</b>
<b>Open Agenda</b> <input checked="" type="radio"/> Yes <input type="radio"/> No

**ITEM No.:**  
**EE-6.**

**TITLE:**  
Recommendation to Approve Agreement - FY21-097 - Latinos in Action

**REQUESTED ACTION:**  
Approve the recommendation for the above Agreement. Contract Term: Upon execution of all parties through June 30, 2022, Two (2) Years and One (1) Month with an option for two (2) additional one (1) year renewal periods; User Department: Bilingual/ESOL Department; Award Amount: \$148,500; Awarded Vendor(s): Latinos In Action, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
This Agreement will facilitate the "Latinos in Action" initiative managed by the Bilingual/ESOL Department. The parameters include teaching students about culturally responsive social and emotional learning, college and career readiness, and leadership development. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction  Goal 2: Safe & Supportive Environment  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
The estimated financial impact to the District will be \$148,500. The funding source will come from ESOL/Bilingual General Fund. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**  
(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Victoria Saldala	Phone: 754-321-2589
Name: Mary C. Coker	Phone: 754-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Senior Leader & Title**  
Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
*Maurice Woods*  
5/11/2020, 2:19:53 PM

Approved In Open Board Meeting On: **MAY 19 2020**  
By: *Donna K...*  
School Board Chair

## EXECUTIVE SUMMARY

### Recommendation to Approve Agreement FY21-097 – Latinos In Action

---

#### Introduction

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

This request is to approve the Agreement between Latinos In Action, Inc. and The School Board of Broward County, Florida (SBBC), starting upon execution of all parties and will expire on June 30, 2022, with an option for two (2) additional one (1) year renewal periods. This Agreement will facilitate the “Latinos In Action” initiative managed by the Bilingual/ESOL Department. The parameters include teaching students about culturally responsive social and emotional learning, college and career readiness, and leadership development.

The spending authority being requested is \$148,500.

#### Goods/Services Description

##### Responsible: Bilingual/ESOL Department

The “Latinos In Action” program will teach students real-life leadership experience by participating in student-led service, social, and professional committees and class presidencies. LIA students will also receive high-quality instruction from a culturally responsive and CASEL-aligned curriculum. CASEL is the leading organization for high-quality and evidence-based social and emotional learning support for educators. The curriculum emphasizes on post-secondary education options and readiness, goal-setting, responsible decision-making, leadership skills, personal development, professionalism, health and wellness, and an exploration of one’s cultural heritage. LIA students will serve as role models, mentors, and literacy tutors for neighboring elementary school students. The partnership helps both parties develop linguistic proficiency, refine social skills, and deepen their understanding of the value of being bilingual and bicultural. LIA will provide a Summer Leadership Bootcamp for leadership teams at all LIA schools to come together to develop skills in preparation for their roles as leaders in their classes. In the spring of each school year, LIA hosts a student leadership conference at Florida Atlantic University for all LIA students. The conference is a celebration of culture, accomplishments, and opportunities for further leadership development through renowned speakers and focused workshops. LIA provides Mastermind groups, which bring LIA student leadership teams from nearby schools together and empowers them to accomplish their class goals through shared accountability. LIA staff works with professional educators to launch and sustain the program within their schools by providing year-round classroom support and hosts annual teacher professional development and district professional learning community experiences.

All participating schools listed below.

Name of School	Name of School	Name of School	Name of School
Attucks Middle	Driftwood Middle	McNicol Middle Magnet	South Broward High
Apollo Middle	Everglades High	Miramar High	South Plantation High
Blanche Ely High	Falcon Cove Middle	Monarch High	Stranahan High
Anderson, Boyd H. High	Fort Lauderdale High	New River Middle	West Broward High
Flanagan, Charles W. High	Glades Middle	Northeast High	Western High
Coconut Creek High	Gulfstream Academy of Hallandale Beach K-8	Nova High	Whiddon-Rogers Education Center
Cooper City High	Hallandale Magnet High	Olsen Middle	
Coral Glades High	Hollywood Hills High	Piper High	
Coral Springs High	Taravella High	Plantation High	
Cypress Bay High	Lyons Creek Middle	Ramblewood Middle	
Deerfield Beach High	McArthur High	Rickards, James S. Middle	

**Recommendation to Approve Agreement**  
**FY21-097 – Latinos In Action**  
**May 19, 2020 Board Agenda**  
**Page 2**

**Procurement Method**  
**Responsible: PWS**

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

**Financial Impact**  
**Responsible: PWS and Bilingual/ESOL Department**

The total spending authority requested is \$148,500 for one (1) year and will be funded through General funds as detailed below:

<u>Description</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total Amount</u>
<u>Program Support &amp; Curriculum for Returning Schools</u>	<u>39</u>	<u>\$ 1,500</u>	<u>\$ 58,500</u>
<u>Program Support &amp; Curriculum for Projected New Schools</u>	<u>6</u>	<u>\$ 5,000</u>	<u>\$ 30,000</u>
<u>Leadership Bootcamp</u>	<u>1</u>	<u>\$ 20,000</u>	<u>\$ 20,000</u>
<u>Leadership Conference</u>	<u>1</u>	<u>\$ 30,000</u>	<u>\$ 30,000</u>
<u>Mastermind Meetings</u>	<u>3</u>	<u>\$ 1,667</u>	<u>\$ 5,000</u>
<u>Educator Support</u>	<u>1</u>	<u>\$ 5,000</u>	<u>\$ 5,000</u>
<b><u>Total Amount:</u></b>			<b><u>\$ 148,500</u></b>

Purchase made for existing schools totals \$204,570 as detailed below:

School Year 2019/2020 - \$49,570  
School Year 2018/2019 - \$65,000  
School Year 2017/2018 - \$90,000

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.



## PROCUREMENT & WAREHOUSING SERVICES

### FINANCIAL ANALYSIS WORKSHEET

#### BID INFORMATION

New Bid # (Ex: 10-004R):	FY21-097	Preparation Date:	April 27, 2020
Previous Bid # (Ex: 10-004R):	60-002P & 60-006P	Buyer/PA:	Karlene Grant
New Bid Award Total:	\$148,500	Bid Title:	Latinos In Action
Previous Award Total:			
Bid Type:	New Bid		
Previous Bid Term (Start Date):		New Bid Term (In Months):	13
Previous Bid Term (End Date):		# of Months Into Bid:	

#### SPEND REPORTING

Purchase Order(s) Spend:	\$204,570
P Card Purchases:	\$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	\$204,570
Average Monthly Expenditure:	
Unused Authorized Spending:	
Est. Forecasted Spend (For Entire Bid Term):	

#### VENDOR INFORMATION

Awarded Vendors:	M/WBE Status (If applicable):	Spend:
127947 LATINOS IN ACTION INC		\$ 204,570
	PO VENDOR SPEND:	\$ 204,570
	P-CARD SPEND:	\$ -
	TOTAL SPEND:	\$ 204,570

#### NOTES (Type Below):

Default Funding Source *		Department/School & Sign-off Information*	
Cost Center	2735098170	Name (First & Last)	Victoria Saldala
Fund	1000	Title	Director
Functional Area	5130000000000000	Department/School Name	Bilingual/ESOL
Commitment Item	55110000	Sign-off provided by	Becky McMahan

\*To ensure accuracy, please type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	4/26/2020
---	--------------	-----------

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 19<sup>th</sup> day of May, 2020, 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

### LATINOS IN ACTION, INC

(hereinafter referred to as "LIA"),  
whose principal place of business is  
1200 E Sanders Road  
Sandy, UT 84094

WHEREAS, LIA is a non-profit organization whose mission is to empower Latino youth to lead and strengthen their communities, through culturally responsive social and emotional learning, college and career readiness, and leadership development; and

WHEREAS, LIA will provide a curriculum program that emphasizes post-secondary education options and readiness, goal-setting, responsible decision-making, leadership skills, personal development, professionalism, health and wellness, and an exploration of one's cultural heritage; and

WHEREAS, the program will be provided at selected schools throughout the District; and

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.

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

### ARTICLE 1 - RECITALS

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

### ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution of all parties and shall conclude on June 30, 2022. The term of the Agreement may, by mutual agreement between SBBC and LIA, be extended for two (2) additional one-year periods.

2.02 **Scope of Work.** LIA shall provide products and services as detailed in **Attachment A.**

2.03 **Cost and Payment.** LIA shall be paid Two Hundred Ninety-Seven Thousand Dollars and 00/100 Cents (\$297,000.00) in **Attachment A** as detailed below:

(a) During the first year of the Agreement, SBBC shall pay VENDOR One Hundred Forty-Eight Thousand, Five Hundred Dollars and 00/100 Cents (\$148,500.00), payable after completion of services. SBBC will pay VENDOR within thirty (30) days of receipt of a proper and appropriate invoice.

(b) During the second year of the Agreement, SBBC shall pay VENDOR One Hundred Forty-Eight Thousand, Five Hundred Dollars and 00/100 Cents (\$148,500.00), payable after completion of services. SBBC will pay VENDOR within thirty (30) days of receipt of a proper and appropriate invoice (\$148,500.00) payable after July 1, 2021.

2.04 **SBBC Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should LIA 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. However, LIA representative will visit the schools to monitor implementation and mentor the teachers and students.

2.05 **LIA Confidentiality of Education Records.** Notwithstanding any provision to the contrary within this Agreement, LIA 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) 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;

(c) 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;

(d) 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;

(e) 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;



(f) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone 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.

2.06 **SBBC Disclosure of Employee Records.**

(a) SBBC will provide employee records to LIA to coordinate the implementation of the program.

(b) SBBC will provide the following employee records to LIA:

- 1) Teacher name
- 2) Name of school
- 3) Work email address

2.07 **LIA Safeguarding Confidential Employee Records.** Notwithstanding any provision to the contrary within this Agreement, LIA 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](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;

(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 **Inspection of LIA's Records by SBBC.** LIA 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 LIA's 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 LIA 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 LIA'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 LIA pursuant to this Agreement.

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

(g) Inspector General Audits. LIA 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.

2.09 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: Director, Bilingual/ESOL Department  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To LIA: Latinos In Action, Inc  
PO BOX 790  
Sandy, UT 84091

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

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

2.12 **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, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By LIA: LIA 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 LIA, its agents, servants or employees; the equipment of LIA, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of LIA or the negligence of LIA'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 LIA, SBBC or otherwise.

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

(a) **General Liability.** LIA 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.** LIA 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.** LIA 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.** LIA 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 LIA 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 LIA to remedy any deficiencies. LIA 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. LIA 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.



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

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.



3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

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

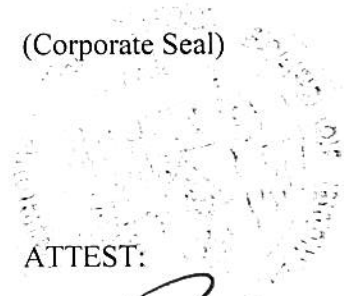
3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

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

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

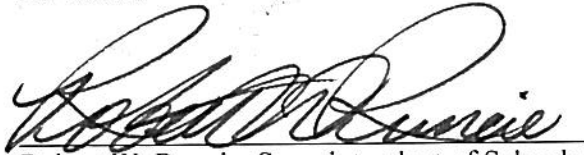
**FOR SBBC:**

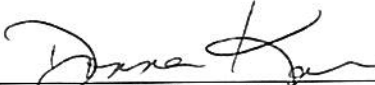
(Corporate Seal)



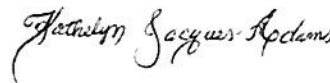
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com  
Reason: Latinos in Action, Inc  
Date: 2020.05.08 19:45:02 -04'00'

Office of the General Counsel

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

**FOR LIA:**

(Corporate Seal)

**LATINOS IN ACTION, INC**

ATTEST:

Monica Budge  
\_\_\_\_\_  
, Secretary

By Jose Enriquez  
\_\_\_\_\_  
Signature

Printed Name: Jose Enriquez

Title: CEO

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
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 Utah

COUNTY OF Utah

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this May 6<sup>th</sup>, 2020 (date) by Jose Enriquez, CEO (name of officer or agent, title of officer or agent) of Latinos In Action, Inc. (name of corporation acknowledging), a Utah (state or place of incorporation) corporation, on behalf of the corporation. He/she is  personally known to me or has produced Utah Driver License (type of identification) as identification and who  did/ did not first take an oath this 6<sup>th</sup> day of May, 2020.

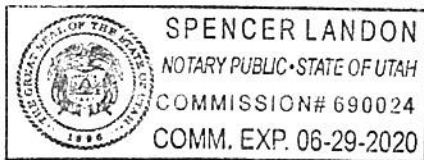
My Commission Expires: 06/29/2020

Spencer Landon  
\_\_\_\_\_  
Signature - Notary Public

Spencer Landon  
\_\_\_\_\_  
Notary's Printed Name

690074  
\_\_\_\_\_  
Notary's Commission No.

(SEAL)





## ATTACHMENT A

### STATEMENT OF SCOPE OF WORK For the Latinos in Action initiative in selected Broward County Schools

**OBJECTIVES:** Latinos In Action (LIA) is a non-profit organization whose mission is to empower Latino youth to lead and strengthen their communities. We achieve this through culturally responsive social and emotional learning, college and career readiness, and leadership development.

The LIA program is an in-school elective course taught by a certified teacher at the middle school, junior high, and high school levels. Within the course, LIA students gain real-life leadership experiences by participating in student-led service, social, and professional committees and class presidencies. We provide Mastermind groups, which bring LIA student leadership teams from nearby schools together and empowers them to accomplish their class goals through shared accountability. LIA students also receive high quality instruction from our culturally responsive and CASEL-aligned curriculum. CASEL is the leading organization for high-quality and evidences-based social and emotional learning supports for educators. Their model is grounded in its Five Competencies: Self-awareness, self-management, social awareness, relationship skills, and responsible decision-making. We have worked with a senior CASEL advisor to align our curriculum, activities, and professional development toward these competencies, which play an integral role in the long-term positive educational and personal outlook for students. In this way, LIA offers a proactive and preemptive approach to supporting students of color in schools, rather than the traditional reactive and remediation model.

The curriculum emphasizes post-secondary education options and readiness, goal-setting, responsible decision-making, leadership skills, personal development, professionalism, health and wellness, and an exploration of one's cultural heritage. Finally, LIA students serve as role models, mentors, and literacy tutors for neighboring elementary school students. This partnership helps both parties develop linguistic proficiency, refine social skills, and deepen their understanding of the value of being bilingual, and bicultural. In the spring of each school year, LIA hosts a student leadership conference for all LIA students. These conferences are celebrations of culture, accomplishments, and opportunities for further leadership development through renown speakers and focused workshops. These conferences are hosted on university campuses and done in partnership with university faculty and staff and student volunteers.

In addition to students, LIA staff works with professional educators to launch and sustain the program within their schools. Our staff provides year-around classroom support and hosts annual teacher professional development and district professional learning community experiences.

#### SCOPE:

PART 1: LIA will provide support for our program essentials through in-person Regional Program Manager visits/observations, newsletter communication, and continual curriculum development and maintenance. 39 returning schools listed below at \$1,500/year (\$750 for program manager support and \$750 for curriculum costs) and 6 projected new schools at \$5,000/first year start-up fee). **\$88,500**

PART 2: LIA will provide a Summer Leadership Bootcamp for leadership teams at all LIA schools to come together to develop skills in preparation for their roles as leaders in their classes. The bootcamp is three days long and will consist of workshops on skills such as building trust and relationships, delegating, running a committee, using an agenda, and creating goals. **\$20,000**

PART 3: LIA will hold an annual Leadership Conference that will be held at Florida Atlantic University. **\$30,000**



**PART 4:** LIA will organize and facilitate three Masterminds meetings throughout the schools for all LIA schools. By participating in Masterminds, student leadership teams will develop goal-setting skills and shared accountability as they plan ways to serve and participate in their schools. **\$5,000**

**Part 5:** LIA will organize and facilitate an Educator to support new LIA teachers and strengthen emerging LIA teachers in the implementation of the Four Essentials in their classrooms. In partnership with LIA staff, veteran LIA teachers will provide practical application ideas, classroom experiences, and networking opportunities for attending teachers and their preparations in starting the upcoming school year. **\$5,000**

The LIA team is led by Dr. Jose Enriquez who oversees the program in Florida and presents to students and educators at these events and others throughout the year.

**SCHEDULE:** Effective upon approval of the agreement- June 30, 2021

**PRICE:** \$148,500





<b>RETURNING SCHOOLS</b>	
1	Attucks Middle School
2	Apollo Middle School
3	Blanche Ely High School
4	Boyd H. Anderson High School
5	Charles W. Flanagan High School
6	Coconut Creek High School
7	Cooper City High School
8	Coral Glades High School
9	Coral Springs High School
10	Cypress Bay High School
11	Deerfield High School
12	Driftwood Middle School
13	Everglades High School
14	Falcon Cove Middle School
15	Fort Lauderdale High School
16	Glades Middle School
17	Gulfstream Academy of Hallandale Beach K-8
18	Hallandale High School
19	Hollywood Hills High School
20	J.P. Taravella High School
21	Lyons Creek Middle School
22	McArthur High School
23	McNicol Middle School
24	Miramar High School
25	Monarch High School
26	New River Middle School
27	Northeast High School
28	Nova High School
29	Olsen Middle School
30	Piper High School
31	Plantation High School
32	Ramblewood Middle School
33	Rickards Middle School
34	South Broward High School
35	South Plantation High School
36	Stranahan High School
37	West Broward High School
38	Western High School
39	Whiddon-Rogers High School