



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
LL- 1.

MEETING DATE	2020-04-21 10:00 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	LL. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Innovative Programs

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

TITLE:
Recommendation to Approve First Amendment to Agreement with Nova Southeastern University

REQUESTED ACTION:
This request is to approve the First Amendment to Agreement with Nova Southeastern University which will open the Summer Enrichment Programs to all Broward County Magnet Students who attend either the Marine Science Program or one of the Computer Science Programs

SUMMARY EXPLANATION AND BACKGROUND:
The change requested will remove the individual school names of attendees so that all magnet high school students in the specific programs will have the opportunity to attend.

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

FINANCIAL IMPACT:
The summer enrichment programs are funded by Nova Southeastern University. The summer programs will have school staff oversee the students for the duration of the program. The cost associated for up to three (3) staff members will be the staff member's hourly rate for the week paid by their school.

EXHIBITS: (List)
(1) Executive Summary (2) 1st Amendment to Agreement (3) Approved ARF (LL-2 - 05-21-19 RSBM)

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Dr. Shernette Grant	Phone: 754-321-2070
Name: Hope Targoff	Phone: 754-321-2070

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Leslie M. Brown - Chief Portfolio Services Officer

Signature
Leslie M. Brown
4/3/2020, 8:22:31 AM

Approved In Open Board Meeting On: **APR 21 2020**
By: *[Signature]*
School Board Chair

Executive Summary
Recommendation to Approve First Amendment to Agreement
Continuation Agreement with Nova Southeastern University, Inc.

This request is to approve the First Amendment to Agreement with Nova Southeastern University which will open the Summer Enrichment Programs to all Broward County Students who attend either a Marine Science Themed Program or a Computer Science Themed Program.

The agreement was first awarded May 4, 2019, Agenda Item # LL-2.

**FIRST AMENDMENT TO
AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 21st day of April, 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

NOVA SOUTHEASTERN UNIVERSITY, INC.

(hereinafter referred to as "NSU"),
whose principal place of business is
3301 College Avenue, Fort Lauderdale, Florida 33314

WHEREAS, SBBC and NSU entered into an Agreement that commenced on June 1, 2019 and concludes on August 1, 2022, with an option of renewal for one (1) additional two (2) year period beyond the conclusion date ("Agreement"); and

WHEREAS, the SBBC operates the following two (2) high school Summer Enrichment Programs: a Marine Science Program; and a Computer Science Program (collectively the "Summer Enrichment Programs" and individually as "Enrichment Program"); and

WHEREAS, the Agreement calls for NSU to host each Summer Enrichment Program for a five (5) day period in June of each year as part of the SBBC's Summer programs; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter "First Amendment").

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.

1.02 **Amended Provision**. The parties hereby agree to the following amended provisions to the Agreement:

The following provisions – sections 2.02 and 2.03 - shall replace the respective provision in the Agreement, by interlineation, as follows:

2.02 **NSU Responsibilities.** NSU shall host the Summer Enrichment Programs during the following times and at the following locations: (i) the Computer Science Program for five (5) days on Monday through Friday, from 8:30 A.M. to 3:00 P.M., at NSU's main campus in Broward County, Florida, (ii) the Marine Science Themed Program for five (5) days on Monday through Friday from 8:30 A.M. to 3:00 P.M., at NSU's Oceanographic Center in Dania, Florida. NSU shall host no more than thirty (30) students in each Enrichment Program. Each consecutive year during the term of the Agreement, the parties expect the dates to follow the closing of the regular school year, with the exact dates to be mutually agreed upon by SBBC and NSU. The Summer Enrichment Programs at NSU will provide students with (i) hands-on related activities/projects (agreed upon by NSU and the SBBC), and (ii) information on college and career opportunities in the fields of marine sciences, and computer technology. NSU will provide the instructors for the marine science, and computer technology learning sessions. NSU shall also provide the materials and supplies to be used in the Summer Enrichment Programs at NSU, and arrange for any field trips to be made.

2.03 **SBBC Responsibilities.** As a material inducement for NSU to enter into this Agreement, SBBC shall provide through participating magnet schools, the required number of teachers and other staff, satisfactory to NSU, to support the students throughout the Summer Enrichment Programs at NSU, including any field trips to be made. The individual schools shall provide stipends for the SBBC teachers to support and participate with the Summer Enrichment Programs at NSU. All SBBC teachers and other staff participating in any way in the Summer Enrichment Programs at NSU shall be SBBC employees. There will be no payments from SBBC to NSU under this agreement.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; then
- b) the Agreement

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

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

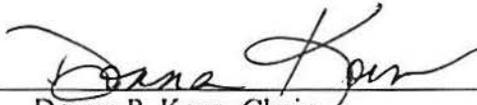
IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By 
Donna P. Korn, Chair


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Nova Southeastern University, Inc. - First Amendment
Date: 2020.02.18 10:54:34 -05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR NSU:

(Corporate Seal)

NOVA SOUTHEASTERN UNIVERSITY,
INC.

By: Meline Kevorkian
Meline Kevorkian, Ed.D.
Dean, College of Engineering and Computing

By: Harry K. Moon
Harry K. Moon, M.D.
EVP/COO

_____, Secretary

-or-

Shawn Hall
Witness

Virginia Riving
Witness

APPROVED AS TO LEGAL FORM
By: Michael Bogumill
Michael Bogumill, Esq.
Associate Counsel, Office for Legal Affairs

**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 Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2/14/2020 (date) by Harry K. Moon (name of officer or agent, title of officer or agent) of NOVA Southeastern University (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did not first take an oath this 14 day of February, 2020.

My Commission Expires:

Julissa Batista
Signature - Notary Public

JULISSA BATISTA
Printed Name of Notary

66153925
Notary's Commission No.

(SEAL)



Julissa Batista
Commission # GG153925
Expires: February 13, 2022
Bonded thru Aaron Notary



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
LL-2.

MEETING DATE	2019-05-21 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	LL. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Innovative Programs

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

TITLE:
Nova Southeastern University (NSU) Summer Program Agreement

REQUESTED ACTION:
Approve the renewal of the contract with Nova Southeastern University, Inc. to provide summer enrichment programs for students in four magnet high schools, the Marine Science Program-Ocean, Science, Technology, Engineering and Math (O-STEM) for South Broward High School and the Computer Technology Program for Atlantic and Sheridan Technical High Schools and Dillard High School. This contract is for three (3) consecutive years and may be renewed for one (1) additional two (2) year period.

SUMMARY EXPLANATION AND BACKGROUND:
Nova Southeastern University, Inc. will host the annual summer programs for up to thirty (30) students in each program. The Marine Science Program will begin on June 24, 2019 and conclude on June 28, 2019, and the Computer Technology Program will begin on June 10, 2019 and conclude on June 14, 2019. This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
The O-STEM and Computer Science summer programs are funded by Nova Southeastern University. The summer programs will have school staff oversee the students for the duration of the program. The cost associated for up to three (3) staff members will be the staff member's hourly rate for the week by their school.

EXHIBITS: (List)
(1) NSU Executive Summary May 13 2019 (2) SBBC_NSU Summer Enrichment Program Agreement

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Dr. Shernette Grant	Phone: 754-321-2070
Name: Hope Targoff	Phone: 754-321-2070

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Leslie M. Brown - Chief Portfolio Services Officer

Signature
Leslie M. Brown
5/14/2019, 2:40:42 PM

Approved In Open Board Meeting On: **MAY 21 2019**
By: *Heather P. Burkhardt*
School Board Chair

Executive Summary
Board Item LL-2

Continuation Agreement with Nova Southeastern University, Inc.

Renewal of Contract between the School Board of Broward County, Florida, and Nova Southeastern University, Inc., for three (3) consecutive years and may be renewed for one (1) additional two (2) year period.

Additional Background Information:

Nova Southeastern University, Inc. (NSU) has been partnering with the School Board of Broward County, Florida to provide magnet high school summer enrichment programs for students. The two programs are the Marine Science Program which targets students from South Broward High School, and the Emerging Computer Technology and Digital Entrepreneurship which targets students from Dillard High School and, Sheridan and Atlantic Technical High Schools. NSU will host the annual summer programs for up to thirty (30) students in each program. The Computer Technology Program begins on June 10, 2019 and concludes on June 14, 2019; and the Marine Science Camp begins on June 24, 2019 and concludes on June 28, 2019. For purposes of facilitating preparation for the camp, the term of this contract begins on June 1, 2019. For subsequent years, NSU shall determine the exact dates for the camp period which will not precede the closing of SBBC each school year.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of May 2019, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NOVA SOUTHEASTERN UNIVERSITY, INC.
(hereinafter referred to as "NSU"),
whose principal place of business is
3301 College Avenue, Fort Lauderdale, Florida 33314

WHEREAS, the SBBC operates the following two (2) high school Summer Enrichment Programs: the Marine Science Program at South Broward High School; and the Emerging Computer Technology and Digital Entrepreneurship at Dillard High School (collectively the "Summer Enrichment Programs" and individually as "Enrichment Program"); and

WHEREAS, the SBBC has requested NSU to host each Summer Enrichment Program for a five (5) day period in June as part of the SBBC's summer programs, and NSU has agreed to host the Summer Enrichment Programs, pursuant to and in accordance with the terms and conditions contained herein.

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 3.04 or 3.05 of this Agreement, the term of this Agreement shall commence on June 1, 2019 and conclude on August 1, 2022 and may upon the approval of both parties through a written amendment to this Agreement be renewed for one (1) additional two (2) year period.

2.02 NSU Responsibilities. NSU shall host the Summer Enrichment Programs during the following times and at the following locations: (i) the Emerging Computer Technology and Digital Entrepreneurship Program for five (5) days on Monday through Friday, June 10 to June 14, 2019 from 8:30 A.M. to 3:00 P.M., at NSU's main campus in Broward County, Florida, (ii) the Marine Science Program for five (5) days on Monday through Friday June 24 to June 28, 2019 from 8:30 A.M. to 3:00 P.M., at NSU's Oceanographic Center in Dania, Florida. NSU shall host no more than thirty (30) students in each Enrichment Program. Each consecutive year NSU shall determine the exact dates of the camp period which shall commence following the closing of each SBBC school year within the term of this Agreement. The Summer Enrichment Programs at NSU will provide students with (i) hands-on related activities/projects (agreed upon by NSU and the SBBC), and (ii) information on college and career opportunities in the fields of marine sciences, and computer technology. NSU shall provide the instructors for the marine science, and computer technology learning sessions. NSU shall also provide the materials and supplies to be used in the Summer Enrichment Programs at NSU, and arrange for any field trips to be made.

2.03 SBBC Responsibilities. As a material inducement for NSU to enter into this Agreement, SBBC shall provide through South Broward High School and Dillard High School, the required number of teachers and other staff, satisfactory to NSU, to support the students throughout the Summer Enrichment Programs at NSU, including any field trips to be made. The individual schools shall provide stipends for the SBBC teachers to support and participate with the Summer Enrichment Programs at NSU. All SBBC teachers and other staff participating in any way in the Summer Enrichment Programs at NSU shall be SBBC employees. SBBC is responsible for the transportation of students to and from NSU camp locations.

2.04 SBBC Disclosure of Education Records.

(a) SBBC shall provide the information listed in this section to enable the students' participation in the summer enrichment program prior to the start date of the Summer Enrichment Programs and within the term of this Agreement.

(b) SBBC will provide NSU with the following education records: student's first name, student's last name and name of school.

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

(d) Regarding NSU's marketing and fundraising activities that use photographs, film and videotapes featuring SBBC students, parents/guardians and students age 18 or over who want to participate shall sign NSU's release form, accompanied by an SBBC notification letter informing them the request for participation is not sponsored by the District and they have the right to refuse participation.

2.05 NSU Confidentiality of Education Records.

(a) Notwithstanding any provision to the contrary within this Agreement, NSU 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 safety 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; however, NSU may disclose education records only if ordered to comply with a law or regulation or in response to a search warrant, subpoena or court order;

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, 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) NSU 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.

2.06 Inspection of NSU's Records by SBBC. NSU shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of NSU's records solely relating to this Agreement, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC employee(s), agent(s), or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's employee(s), agent(s), or authorized representative shall have access to NSU's records solely relating to this Agreement from the effective date of this Agreement, for the duration of the term of the Agreement, and for five (5) years after the conclusion of each camp period under this Agreement. SBBC's employee(s), agent(s), or its authorized representative shall provide NSU with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's employee(s), agent(s), or its authorized representative shall have access to the NSU'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. NSU 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.

2.07 Notice. When any of the parties desire to give notice to the other pursuant to the terms of this Agreement, 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
Innovative Programs Design/Support
The School Board of Broward County Florida
600 Southeast Third Avenue, Fourth Floor
Fort Lauderdale, FL 33301

To NSU: Executive Vice President and Chief Operating Officer
Nova Southeastern University
3301 College Avenue
Fort Lauderdale, Florida 33314

With a Copy to: Academic Affairs
Nova Southeastern University
3301 College Avenue
Fort Lauderdale, Florida 33314
Attn: Meline Kevorkian

2.08 **Background Screening.** NSU 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, 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 NSU or its personnel providing any services under the conditions described in the previous sentence. NSU 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 NSU and its personnel. The parties agree that the failure of NSU 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. SBBC teachers and staff coming onto NSU's premises in connection with this Agreement shall be in compliance with and shall have satisfied all requirements of Sections 1012.32 and 1012.465, Florida Statutes. NSU agrees to indemnify and hold harmless SBBC, its officers, agents and employees from any liability in the form of physical or mental injury, death or property damage resulting from NSU's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes in connection with performing responsibilities and duties under this Agreement. Up to the limits referenced in Section 768.28, Florida Statutes, SBBC agrees to indemnify and hold harmless NSU, its officers, trustees, agents, and employees from any liability in the form of physical or mental injury, death or property damage resulting from SBBC's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes in connection with performing responsibilities and duties under this Agreement.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. NSU 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, NSU 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. NSU 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 NSU does not transfer the public records to SBBC. Upon completion of the Agreement, NSU shall transfer, at no cost, to SBBC all public records in possession of NSU or keep and maintain public records required by SBBC to perform the services required under the Agreement. If NSU transfers all public records to SBBC upon completion of the Agreement, NSU shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NSU keeps and maintains public records upon completion of the Agreement, NSU 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, RECORDSREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 **Liability.** This section shall survive the expiration or termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC:** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence,.

(b) **By NSU:** NSU agrees to indemnify, hold harmless and defend SBBC, its agents, 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 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 NSU, its agents, servants or employees; or the negligence of NSU or the negligence of NSU's agents when acting within the scope of their employment in connection with this Agreement, 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 NSU or SBBC.

2.11 **Insurance Requirements.** SBBC shall, at its own expense, secure and deliver to NSU not less than thirty (30) days prior to the beginning of the term and shall keep in force at all times during the term of this Agreement:

(a) **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate combined single limit for death, bodily injury and property damage, including, without limitation, personal injury, contractual liability, products and completed operation.

(b) **AUTOMOBILE LIABILITY INSURANCE.** Automobile liability insurance, covering owned, non-owned, and leased vehicles, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for death, bodily injury and property damage.

(c) **WORKERS' COMPENSATION INSURANCE** in accordance with the laws of the State of Florida

(d) SBBC shall name Nova Southeastern University, Inc., its trustees, officers, agents, and employees as additional insured under SBBC's commercial general liability and auto liability insurance policies.

(e) At least fifteen (15) days prior to the beginning of the term, SBBC shall provide to NSU a certificate of insurance evidencing all of the foregoing coverage. The certificate holder shall be Nova Southeastern University, Inc., 3301 College Avenue, Fort Lauderdale, Florida 33314. If any of the insurance policies covered by the certificate of insurance will expire prior to or during the term, then at least thirty (30) days prior to such expiration, SBBC shall deliver to NSU a certificate of insurance evidencing the renewal of such policy of policies.

(f) SBBC shall provide to NSU thirty (30) days prior written notice of any cancellation of or reduction or other material change in coverage.

(g) All notices and communications concerning insurance shall be sent to the party designated in the Notice section of this Agreement, and to Nova Southeastern University, Director of Risk Management, 3302 College Avenue, Fort Lauderdale, Florida 33314.

(h) The coverage limits contained in the liability policies shall be on a per occurrence basis only.

(i) SBBC hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of SBBC under this Agreement.

2.12 **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 matter arising out of this 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 either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement. 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, applicable SBBC policies, applicable NSU 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, Jurisdiction 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 a Force Majeure.

3.18 Survival. All representations and warranties made herein, indemnification obligations, , obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, and reporting requirements 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]



(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Heather P. Brinkworth*
Heather P. Brinkworth, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Nova Southeastern University, Inc. - Summer Enrichment Program
Date: 2019.05.09 14:41:33 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR NSU:

(Corporate Seal)

NOVA SOUTHEASTERN UNIVERSITY, INC.

By Melanie Kervorkian
Melanie Kervorkian, Ed.D.
Interim Dean, College of Engineering and Computing

_____, Secretary
-or-
Witness Adrián S. Morales
Witness KEFER NELSON

By Harry K. Moon
Harry K. Moon, M.D.
EVP/COO

NOVA SOUTHEASTERN UNIVERSITY
APPROVED AS TO LEGAL FORM
Michael Rosenthal for Rosenthal
Rebecca S. Rosenthal, Esq.
Senior Associate Counsel, Office for Legal
Affairs

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 Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 13 day of May, 2019 by Harry Moon of Nova Southeastern University on behalf of the corporation/agency.

Name of Person
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:

Julissa Batista
Signature - Notary Public
JULISSA BATISTA
Printed Name of Notary

(SEAL)  Julissa Batista
Commission # GG153925
Expires: February 13, 2022
Bonded thru Aaron Notary

Notary's Commission No. _____