

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 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

**COLLEGE SUMMIT, INC. d/b/a PEERFORWARD**  
(hereinafter referred to as "PeerForward"),  
whose principal place of business is  
1140 3rd Street, NE, Suite 320, Washington, D.C. 20002

**WHEREAS**, College Summit, Inc. d/b/a PeerForward ("PeerForward") and The School Board of Broward County, Florida ("SBBC") (each a "Party" and collectively the "Parties"), wishes to enter into an Agreement for school year 2020-21, with a mission to pilot and evaluate the PeerForward Affiliate program, a new initiative that applies the proven PeerForward Method to equip staff (e.g., college and career leaders) in your schools to harness the power of Youth Activation to advance college access and other critical goals for your students ("the Initiative"); and

**WHEREAS**, the purpose of this Agreement is to outline the Parties' commitment to work together to accomplish the Initiative; and

**WHEREAS**, based on proven research and extensive experience, PeerForward provides services intended to train, deploy, and coach teams of high school students to boost college preparation and enrollment across the entire school through the implementation of student-led postsecondary planning campaigns; and

**WHEREAS**, PeerForward offers access to an optional Digital Curriculum for educators to use with all students in the school, which is a downloadable set of lesson plans and activities that can be implemented in a variety of ways to engage and support students in postsecondary planning; and

**WHEREAS**, SBBC has a need to offer this system to schools which it operates; and

**WHEREAS**, SBBC and PeerForward have agreed to fully implement PeerForward, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and 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 and pending budget approval each fiscal year and agreement to adhere to specific mandatory implementation requirements, SBBC and PeerForward agree to proceed with implementation of PeerForward to boost college preparation and enrollment of SBBC's graduating seniors as specifically outlined in this Agreement, beginning upon execution by both Parties and concluding on June 30, 2022.

2.02 **Project Overview.**

(a) The solution to opening doors to higher education is already in every high school in America: its students. PeerForward has been leading change through Youth Activation for two decades. Over the last 20 years, PeerForward has helped guide more than 350,000 students in low-income communities to access higher education.

(b) The PeerForward Affiliate program builds on two decades of experience as well as third-party research about what really works in postsecondary planning. PeerForward boosts college access through three powerful campaigns: Applying to three or more colleges, early filing for financial aid, connecting academics to college and career.

(c) The PeerForward Affiliate program equips a district to scale the power of Youth Activation across its high schools. During the one-year collaboration, PeerForward will equip staff and students in SBBC high schools to harness the power of Youth Activation to advance college access and other critical goals for its students.

(d) Funding for PeerForward to develop the PeerForward Affiliate program is being provided by a grant from the Gates Foundation. The lion's share of the funding required to operate the PeerForward Affiliate program pilot in the SBBC district during the 2020-21 school year will come from philanthropic support.

2.03 **PeerForward Commitment.** PeerForward shall:

(a) By June 30, 2021, structure and organize the design and pilot process involving all Parties.

(b) By June 30, 2021, design and prepare all supporting procedures, structures and materials for the PeerForward Affiliates product and program.

(c) By June 30, 2021, create and implement an evaluation structure and plan for the pilot.

(d) By June 30, 2021, train the district's Core Teams (one "Lead Advisor" and two student "Lead Peer Influencers" from each participating high school) in the Affiliate model.

(e) By June 30, 2021, provide campaign playbook and toolkits to support program implementation in district's schools.

(f) By June 30, 2021, provide virtual office hours for coaching sessions.

(g) By June 30, 2021, provide expertise and Intellectual Property (IP) during the pilot implementation process.

(h) By June 30, 2021, provide expert staff in support of the pilot implementation including for facilitation, training, and project management.

(i) Comply with all Program Evaluation requirements under this Agreement.

2.04 **SBBC Commitment.** SBBC shall:

(a) Select the following individuals that, together, form the Core Team from each participating school:

1) Lead Advisor: The one (1) affiliate staff member who is trained by PeerForward in the Affiliate model and who manages the program implementation at the school

2) Lead Peer Influencers: The two (2) student team member(s) who are trained by PeerForward in the Affiliate model

(b) Ensure participation of the Core Teams in PeerForward trainings.

(c) Ensure that each Core Team forms a PeerForward Affiliate Team in their school comprised of one or more Advisors and a team of 11<sup>th</sup> and 12<sup>th</sup> grade Peer Influencers, which will implement the PeerForward Affiliates program at the school.

(d) Ensure that the Lead Advisor and Lead Peer Influencer from each Core Team trained by PeerForward in turn train the selected Advisor(s) and Peer Influencers on the PeerForward Affiliate Team to equip them to implement the PeerForward Affiliate program at their school.

(e) Hold Core Teams accountable for their PeerForward Affiliate team's implementation of the PeerForward Affiliate program (running campaigns, data collection and analysis and interpretation, participating in PeerForward Affiliate pilot evaluation activities) so that the district's intended goals will have the best opportunity for success.

(f) Ensure that the appropriate technology is available for video conference collaboration and check in calls with PeerForward during pilot.

(g) Ensure that PeerForward Affiliates program implementation materials are provided to identified staff and students from participating schools.

(h) Reinforce with identified staff and students at participating schools the importance of taking advantage of virtual office hours for coaching on implementing the PeerForward program.

(i) Participate in PeerForward Affiliate pilot evaluation activities intended to gauge the progress and of the pilot.

(j) As necessary, access to space at the district or on district high school campus(es) to support pilot implementation.

2.05 **Parties Acknowledgement.** PeerForward and SBBC acknowledge that the effectiveness of this Initiative depends on each Party fulfilling its commitment herein.

2.06 **No Financial Arrangements.** This Agreement does not provide for any payment or exchange of money or financial obligations between the Parties.

2.07 **SBBC Disclosure of Education Records.**

(a) Purpose: SBBC will disclose the education records listed in this section to PeerForward for the following purposes:

1) Mail training hard copy materials while schools are physically closed (personally identifiable student information).

2) Track the effectiveness of the program over the course of the year. The information is necessary to drive constant improvements in the program and benefit the students. PeerForward will de-identify this information for their reports.

(b) SBBC will provide PeerForward with the following personally identifiable education records:

- 1) First and Last Name
- 2) School Name and Number
- 3) Grade Level
- 4) Date of Birth
- 5) Email Address
- 6) Phone Number
- 7) Home Address (to send materials)
- 8) Attendance in Training and Events
- 9) Feedback on training activities, facilitators, leadership, youth activation and the affiliate program
- 10) Total number of students in each grade level at the school and/or district

(c) PeerForward is considered a "school official" with a legitimate educational interest to receive SBBC student education records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(d) IEI shall not prompt or request SBBC student or employee users to provide any additional personally identifiable information during use of software, website or program services pursuant to this Agreement. IEI shall not use or re-disclose any student information for any purpose not listed in this section of this Agreement. This provision supersedes any of IEI's privacy policies regarding collecting and using student information.

#### 2.08 **PeerForward Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, PeerForward 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;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any 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) PeerForward shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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.

## **2.09 SBBC Disclosure of Employee Records.**

(a) Purpose: SBBC will disclose the employee records listed in this section to PeerForward for the following purposes:

- 1) Mail training hard copy materials while schools are physically closed.
- 2) Track the effectiveness of the program over the course of the year. The information is necessary to drive constant improvements in the program and benefit the students. PeerForward will de-identify this information for their reports.

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

- 1) First and Last Name

- 2) Email Address
- 3) Phone Number
- 4) Job Title
- 5) School Name and Number
- 6) Home Address (to send materials)
- 7) Attendance in Training and Events
- 8) Feedback on training activities, facilitators, leadership, youth activation and the affiliate program

#### 2.10 **Program Evaluation.**

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

- 1) the purpose, scope, limitations, and duration of study is clearly outlined;
- 2) the protection of human subjects in the research process;
- 3) personally identifiable information (PII) is only used for purposes of the identified study;
- 4) PII is only used by representatives of the organization identified in this agreement; and
- 5) the safe and confidential storage and transmittal of education records.

(b) The purposes and scope of the study or program evaluation to be conducted by PeerForward is to evaluate the success of the PeerForward program based on the following outcomes:

- 1) Increased awareness of college-going landscape;
- 2) Increased trainee knowledge in PeerForward Method;
- 3) Increased embeddedness in PeerForward's network;
- 4) Increased student socio-emotional and leadership skills;
- 5) Increases in setting of SMART goals and management and evaluation of goal achievement;
- 6) Increases in campaign activities conducted at schools; and
- 7) Increased exposure to postsecondary education options for 9th-11th graders. The evaluation will be measured through surveys and self-reported data from participants collected over the course of the program year.

(c) SBBC may disclose personally identifiable information from an education record of a student and a staff member to PeerForward in order for it to conduct said study. The type of personally identifiable student information to be disclosed by SBBC to PeerForward is described as follows:

- 1) Student First Name;
- 2) Student Last Name;
- 3) Student Date of Birth (D.O.B.);
- 4) Student email;
- 5) Student Phone Number;
- 6) Student Home Address (to send materials);
- 7) Student Grade Level;
- 8) Student School Name; and
- 9) Student School Number.

(d) The type of personally identifiable staff information to be disclosed by SBBC to PeerForward is described as follows:

- 1) Staff First Name;
- 2) Staff Last Name;
- 3) Staff Email;
- 4) Staff Phone Number;
- 5) Staff Title;
- 6) Staff building or school;
- 7) Staff school number (if applicable); and
- 8) Staff schools they support.

(e) The duration of the study commences on the date IRB approval has been awarded and concludes at the end of business day on June 30, 2021 and must be conducted during the term of this Agreement. PeerForward shall complete all research activities that directly involve SBBC students, staff or families under this Agreement by June 30, 2021. PeerForward shall complete all data analysis and reporting as allowed by this Agreement by June 30, 2022.

(f) Peer Forward may disclose to third parties any Project Evaluation results that adhere to the IRB requirements and do not include identifiable student and employee data.

(g) PeerForward agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted.

(h) PeerForward agrees to comply with all requirements of the District's IRB and Research Review Process. Questions regarding this process may be directed to [BCPS.IRB@browardschools.com](mailto:BCPS.IRB@browardschools.com)

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

2.12 **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 of Student Assessment and Research  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To PeerForward: Raquel Figueroa  
PeerForward  
1140 3<sup>rd</sup> St. NE, Suite 320  
Washington, D.C. 20002

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

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

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

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

(a) **General Liability.** PeerForward 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.** PeerForward 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.** PeerForward 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) **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.

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

(f) 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. PeerForward 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.

2.17 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.

2.18 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.

2.19 Conflicts. PeerForward represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. PeerForward certifies that its directors and/or principal officers are not employed and/or affiliated with SBBC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable SBBC policies or rules. Violation of this section shall be grounds for termination of this Agreement.

2.20 **Use of Intellectual Property.**

(a) As part of any collaboration, intellectual property will be handled on a case-by-case basis, with the following basic governing principles:

- 1) Background IP will remain the property of the Party which owns it;
- 2) License conditions for developed Initiative IP would be anticipated to

allow SBBC to continue implementation of the Program on its campus.

(b) Each party reserves the right to review and approve any use of their respective name, brands, properties or other intellectual property in connection with this Initiative, including in press releases.

**ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar 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) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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

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

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

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

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

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

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

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

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

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

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

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, 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 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.

**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:

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


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

**FOR PEERFORWARD:**

(Corporate Seal)

**COLLEGE SUMMIT, INC. d/b/a  
PEERFORWARD**

ATTEST:

By 

Print Name: Raquel Figueroa

Title: Managing Director, Program and Innovation

\_\_\_\_\_, Secretary

-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 \_\_\_\_\_

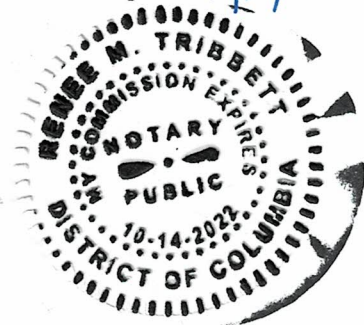
COUNTY OF \_\_\_\_\_

not District of Columbia: SS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9/24/2020 (date) by Raquel Figueroa (name of officer or agent, title of officer or agent) of College Summit, Inc d/b/a Peer Forward (name of corporation acknowledging), a District of Columbia (state or place of incorporation) corporation, on behalf of the corporation. He/she is  personally known to me (underline if applicable) or has produced \_\_\_\_\_ (type of identification) as identification and who  did/ did not first take an oath this 24<sup>th</sup> day of September, 2020.

My Commission Expires: 10/14/2022

(SEAL)



  
Signature – Notary Public

Renee' M. Tribbett  
Notary's Printed Name

N/A  
Notary's Commission No.