

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1 day of September, 2008, 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

TEACHING STRATEGIES, INC. dba

SAFE & CIVIL SCHOOLS

(hereinafter referred to as "SAFE & CIVIL SCHOOLS")

whose principal place of business is

PO Box 50550

Eugene, Oregon 97405

WHEREAS, Safe & Civil Schools offers the Safe & Civil Schools program and training and SBBC desires to obtain this program and training for appropriate SBBC staff.

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.** The term of this Agreement shall commence on September 1, 2008 and conclude on August 31, 2009.

2.02 **Training Services.** Safe & Civil Schools will provide implementation training for their Foundations Program. The District will continue Cohort III & IV and commence Cohort V of our Foundations Project. Safe & Civil Schools will provide services, materials, coaching and monitoring during the contract period. Materials will be provided by Office of Dropout Prevention based on the agreement to provide services. SBBC staff receiving training and materials will be allowed to use said materials to implement the Foundations Program.

SBBC will provide Safe & Civil Schools a training location and all necessary equipment, register participants for training, offer inservice points to participants, monitor program implementation in the district, and offer follow-up support to facilitate implementation.

Safe & Civil Schools will be paid according to the provisions contained in Attachment A. All travel expenses under this agreement shall be subject to the amounts allowable under School Board Policy 3400 (copy attached as "Exhibit 1").

2.03 **Liability.** Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

2.04 **Copyright Indemnity.** Safe & Civil Schools warrants, to the best of Safe & Civil Schools knowledge, that SBBC's authorized use of the intellectual property described herein shall not infringe any third party's valid patent or copyright existing as of the effective date of this agreement. In the event that it is determined by a final action of a court of competent jurisdiction that SBBC's authorized use of said intellectual property is infringing on a third party's rights, then, at Safe & Civil Schools sole option and discretion, Safe & Civil Schools shall use commercially reasonable efforts to: (A) obtain for SBBC the right to continue using the intellectual property; or (B) replace or modify the intellectual property so that it becomes non-infringing and retain substantial functional equivalency. Safe & Civil Schools shall hold harmless and defend SBBC against any and all suits based on any claim that the use of the intellectual property by SBBC under this Agreement infringes on any United States patent right or copyright. This indemnity shall not apply to any infringement arising out of: (1) The alteration or modification of the intellectual property by SBBC; or (2) any use of the intellectual property which is not authorized herein.

2.05 **Notice and Tender of Defense.** With respect to any claim or expenses for which a party seeks indemnification under this provision, that party must give written notice to the potential indemnitor of such claim within ten (10) days of receipt of such claim. Failure to give timely notice will preclude claim for indemnification. The party receiving notice of such claim will have the right, by giving written notice to the party giving notice of the claim within fifteen (15) days of such notice, to (1) assume the defense of the claim or (2) be represented by counsel of its choosing and at its own expense, with whom counsel for the party claiming indemnification must fully cooperate and confer in connection with litigation and settlement of such claim. In connection with any indemnification claim, the parties agree to render to each other such assistance as may be reasonably required in order to ensure the proper and adequate defense of any such action, suit or proceeding.

2.06 **Background Screening.** Safe & Civil Schools agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Safe & Civil Schools 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 Safe & Civil Schools or its personnel providing any services under the conditions described in the previous sentence. Safe & Civil Schools will 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

Safe & Civil Schools and its personnel. The parties agree that the failure of Safe & Civil Schools 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. Safe & Civil Schools agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Safe & Civil School's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

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.

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 contract.

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

3.04 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. Upon termination, Safe & Civil Schools will be entitled to payment for all services performed and expenses accrued prior to the date of termination.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of 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.

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

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

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

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

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

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

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

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

With a Copy to: Office of Dropout Prevention
The School Board of Broward County, Florida
600 Southeast Third Avenue, 13th Floor
Ft. Lauderdale, Florida 33301

To Safe & Civil Schools Safe & Civil Schools
PO Box 50550
Eugene, Oregon 97405

With a Copy to: Dr. Randy Sprick
PO Box 50550
Eugene, Oregon 97405

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

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

3.20 **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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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 _____
Robin Bartleman, Chair

James F. Notter, Superintendent of
Schools

Approved as to Form and Legal Content:



School Board Attorney

FOR SAFE & CIVIL SCHOOLS

(Corporate Seal)

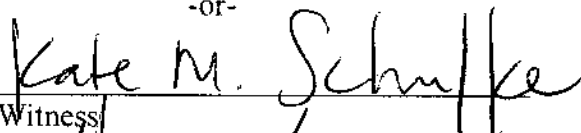
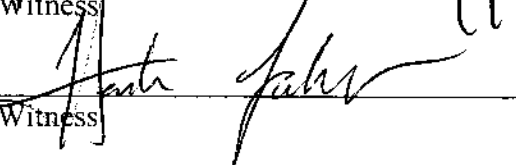
Teaching Strategies, Inc.
Name of Corporation or Agency

ATTEST:

By  _____

, 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 Oregon

COUNTY OF Lane

The foregoing instrument was acknowledged before me this 23rd day of
June, 2008 by Matt Sprick of

Name of Person

Teaching Strategies, Inc., on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Jacqueline Hefner
Signature - Notary Public

(SEAL)

Jacqueline Hefner
Printed Name of Notary

401611
Notary's Commission No.



3400

3400

PER DIEM AND TRAVELING EXPENSES FOR BOARD MEMBERS, BOARD EMPLOYEES AND OTHER AUTHORIZED INDIVIDUALS

REIMBURSEMENT(S) FOR PER DIEM AND TRAVELING EXPENSES SHALL BE PAID AT RATES ESTABLISHED IN ACCORDANCE WITH FLORIDA STATUTES, STATE BOARD REGULATIONS AND BOARD POLICY, RULES AND REGULATIONS.

POLICY ADOPTED: 11/26/69; 9/5/74; 12/20/94
 AUTHORITY: LAWS OF FLORIDA, CHAPTER 2003-125

POLICY READOPTED: 01/20/04

RULES

1. All travel, including per diem and/or traveling expenses when pertinent, must be approved by the appropriate individual(s). (See Policy 4007 prior to the beginning of the trip.)
2. In this Policy, Rules and Regulations, the words listed below shall be defined as follows:
 - a. Travel Expense(s) - The usual ordinary and incidental expenses necessarily incurred by a traveler, such as transportation, lodging, meals, etc.
 - b. Common Carrier(s) - A train, bus, commercial airline (operating scheduled flights), or rental car from an established firm.
 - c. Travel Day - A period of twenty-four (24) hours, consisting of four (4) quarters of six (6) hours each.
 - d. Travel Period - The period of time between the time of departure and time of return.
 - e. Class A Travel - A continuous travel period of twenty-four (24) hours or more away from official headquarters.
 - f. Class B Travel - A continuous travel period of less than twenty-four (24) hours which involves overnight absence from official headquarters.
 - g. Class C Travel - A travel period involving short or day trips, but not involving an overnight trip away from official headquarters.
 - h. Per Diem Rate for lodging, Per Diem Rate for meals and incidental expenses - A daily payment instead of reimbursement for actual expenses for lodging, meals and related incidental expenses (as defined in the Federal Travel Regulation contained in 41 Code of Federal Regulation (CFR) Chapter 300-3.1).
 - i. Incidental Expenses - Examples of Incidental Expenses are fees and tips. Incidental Expenses are only payable as part of a Per Diem payment. (As defined in the Federal Travel Regulation contained in 41 Code of Federal Regulation (CFR) Chapter 300-3.1.)
3. Reimbursement for travel time shall be computed as follows:
 - a. The Travel Day for Class A Travel shall be a calendar day (midnight to midnight).
 - b. The Travel Day for Class B Travel shall begin at the time of departure.
 - c. For Class A and Class B Travel, the traveler shall be reimbursed at one-fourth of the authorized per diem rate for meals only for each quarter or major fraction thereof of the Travel Day included within the travel period.
 - d. A traveler shall not be reimbursed for lodging for Class C Travel, but shall receive an allowance for meals based on the following schedule:
 - (1) Breakfast - When travel begins before 6 a.m. and extends beyond 8 a.m.
 - (2) Lunch - When travel begins before 12 noon and extends beyond 2 p.m.
 - (3) Dinner - When travel begins before 6 p.m. and extends beyond 8 p.m.

3400 (continued)

3400

- c. When an employee is required to incur overnight travel, on an emergency notice, the employee may request payment for the cost of his/her meals and lodging directly to the vendor. The Board is authorized to make payment directly to the vendor for the actual costs of lodging and for meals in an amount not to exceed the authorized rate for per diem.
- 5. All forms required for implementation of this policy shall be provided by the Superintendent's office or designated department.
- 6. Guidelines as required for consistent handling of travel reimbursement requests may be initiated by the Comptroller.

Rules Adopted: 11/26/59

Rules Amended: 9/25/72, 12/7/72, 7/1/74

Rules Readopted: 9/5/74

Rules Amended: 9/16/76, 3/3/77, 8/4/77, 7/1/79, 7/1/80
7/1/81 per 1981 Legislative Act

4/10/84, 6/19/85, 10/1/87, 6/2/92

Amended Rules Approved: 01/20/04

AUTHORITY: LAWS OF FLORIDA, CHAPTER 2003-125