

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, 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 principle place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

GOODWILL INDUSTRIES OF SOUTH FLORIDA, INC.

(hereinafter referred to as "Goodwill"),
a Florida non-profit corporation,
whose principle place of business is
2121 N.W. 21st Street, Miami, Florida 33142

WHEREAS, SBBC recognizes the advantages of working cooperatively with community agencies to increase the number of transition students who return for Free and Appropriate Public Education (FAPE), aged eighteen through twenty-one, with disabilities and who receive special education transition services in community-based training activities ; and

WHEREAS, Goodwill has the capability of providing classroom and community-based instruction to students with disabilities in order to train and develop independence in the areas of; vocational skills development, community functioning skills, daily living skills, employability skills, travel training, social and communication pragmatics in addition to accessing Adult Day Training (ADT);

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on August 18, 2014 and conclude on June 4, 2015.

2.02 **Eligibility.** Transition students, aged eighteen through twenty-one, with disabilities, who have graduated with their special diploma or exited with a certificate of completion from the Broward School District and are returning for Free and Appropriate Public Education (FAPE) through the end of the school year in which the student turns twenty-two years of age are determined eligible to attend Goodwill. The SBBC Transition Services Specialist must approve any exemptions to the above eligibility requirements.

2.03 **Teacher Certification.** Goodwill will provide a teacher certified according to State Statutes and Board of Education rules regarding the following: teacher certification and requirements for special funding for exceptional students. Goodwill will provide a minimum of one job coach.

SBBC, if necessary, will provide a waiver approval to out-of-field teachers holding a Florida teaching certificate in areas other than exceptional student education with the authorization of the area superintendents. Goodwill will complete and submit Preclearance and Intent to Hire forms to SBBC'S Certification Department when filling a teacher vacancy.

2.04 **Administrative Responsibility.** SBBC will assign a principal to be responsible for reporting the instructional FTE and maintaining necessary audit documentation. The principal will pay Goodwill on a monthly basis and be responsible for maintaining an accurate audit file for funds paid to Goodwill from the generated FTE.

Goodwill will provide administrative supervision of the instructional program, including providing the school system administrator(s) responsible for reporting the instructional and transportation FTE, with the documentation necessary to generate FTE and to fulfill audit requirements for eligible students.

2.05 **Technical Assistance.** SBBC will provide technical assistance to Goodwill in interpreting and implementing State Board of Education Rules and School Board policies related to the education and placement of transition students with disabilities as defined by Article 2 Section 2.02.

Goodwill will provide 12 hours of release time annually for the instructional staff to attend in-service training jointly approved by SBBC and Goodwill.

SBBC will train Goodwill teachers and paraprofessionals on community-based strategies, curriculum, transition assessments and the Transition Process Implementation Steps and Expectations based on the SBBC adopted Transition Standards and Benchmarks.

Goodwill will be responsible for training new staff hired after the initial trainings. SBBC will provide Goodwill with a current copy of SBBC Special Programs and Procedures document.

2.06 **Guidelines Medically Related Practices.** SBBC will provide guidelines for medically related health services practices and procedures and training to identify such practices.

Goodwill will comply with SBBC'S medically related health services practices and procedures; and ensure that release time is provided to staff to attend medically related health services staff development activities and purchase necessary supplies related to the implementation of the health services practices.

2.07 **Transition Individual Education Plan/Designee at Staffings.** Goodwill will provide a person who is qualified to be the designee of the Director of Exceptional Student Education and who will attend and be responsible for organizing, coordinating and conducting all Transition Individual Education Plan (hereinafter referred to as "TIEP") staffings for potential students with disabilities as well as all interim TIEP reviews and reevaluation meetings, as defined in Article 2 Section 2.02 and are to be enrolled in Goodwill.

Goodwill will ensure that a TIEP for students, ages eighteen through twenty-one, as defined in Article 2 Section 2.02, with specific measurable educational goals and postsecondary goals, has been established for each student and which shall be implemented within an age-appropriate educational curriculum to meet each transition student's individualized needs.

Additional meetings to review and revise a student's TIEP may be initiated by SBBC, Goodwill or the parent/guardian and conducted upon notification to all parties.

Goodwill will ensure that the parents of students eligible for Goodwill's Transition services are invited to participate in the TIEP and Placement staffings and all TIEP review meetings.

2.08 **Program Review/Audit.** SBBC will reserve the right to review the instructional program provided by Goodwill, and audit records and bookkeeping procedures in compliance with this contract. SBBC's agent or its authorized representative shall provide Goodwill reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction, which will be conducted within 90 days after the end of the contract period. The written notice and the examination will be conducted by SBBC of Broward County's Management Audit Department. Upon completion, a copy of the audit will be provided to Goodwill.

Goodwill will allow appropriate staff of SBBC to formally audit Goodwill's instructional program, records, and bookkeeping procedures in compliance with this contract.

2.09 **Transportation.** SBBC will provide transportation for eligible Transitioning exceptional students, ages eighteen through twenty-one, as defined in Article 2 Section 2.02.

SBBC will schedule transportation services in accordance with the SBBC calendar.

2.10 **Interagency Dispute Process.** In the event that a dispute arises between the parties regarding this Agreement during its term, the aggrieved party shall send a notice to the other party setting forth the basis of the dispute. The parties shall arrange for appropriate administrators to meet within thirty (30) days of the service of said notice to attempt to amicably resolve the pending dispute. In the event that such efforts do not resolve the dispute, the aggrieved party may take such action, as it deems appropriate.

2.11 **Goodwill Transition Program Design.** Goodwill will provide a 180-day instructional program starting on 8/18/14 and one instructional area per 16 transition students with disabilities ages eighteen through twenty-one, as defined in Article 2 Section 2.02. Transition students will attend the instructional program as specified on the TIEP, including Goodwill's ADT. Full time programs are scheduled for a minimum of 25 hours per week (unless the vacation schedule prohibits a full week's instruction). The SBBC and Goodwill will mutually agree on the methodology, curriculum, the Transition Implementation Process and assessments used to instruct and train transition students with disabilities.

2.12 **Supervision.** Goodwill will provide supervision and evaluation of the instructional staff.

2.13 **Parent Training.** SBBC will disseminate information to Goodwill about parent education programs and support groups for parents of students with disabilities transitioning to adult living as defined by Article 2 Section 2.02.

Goodwill will disseminate information and notify parents/guardians of students in the Goodwill Transition program of the availability of training opportunities and parent support groups.

2.14 **Classroom Equipment, Materials & Supplies** Goodwill will provide appropriate classroom equipment, instructional and evaluation materials and supplies which are age-appropriate for transition students with disabilities aged eighteen through twenty-one.

2.15 **Special Programs and Procedures.** Goodwill will comply with SBBC current Special Programs and Procedures document, procedures for Due Process, Procedural Safeguards and the protection of confidentiality of student records, and assure that parents are provided with access to and copies of their child's records.

SBBC will provide Goodwill with a current copy of SBBC Special Programs and Procedures document.

2.16 **Communication.** Goodwill will allow appropriate personnel of SBBC to confer with Goodwill staff in matters regarding student evaluation, placement and TIEP development.

2.17 **Custodial Services.** Goodwill will provide daily custodial services to keep the classrooms clean and disinfected.

2.18 **Class Size.** The SBBC sets the maximum number of students assigned to a teacher at 36 students in transition community-based instruction classes. Goodwill will ensure that pupil/instructional ratios do not exceed 4 to 1 for transition students. Exceptions to these ratios must be mutually agreed upon by the President/CEO of Goodwill and SBBC Director of Exceptional Student Education or designee.

2.19 **Attendance/Quarterly Reports.** Goodwill will report the attendance of the students as directed by the principal who is responsible for reporting the FTE and maintaining audit documentation. In addition, quarterly reports on the student's progress in meeting the

educational goals, with the final quarter being the annual summary, shall be developed for each student and maintained at the contracting site for review including a Summary of Performance document when student ages out and exits the program, upon request, by appropriate school district personnel. The form of the report shall be agreed upon by Goodwill and SBBC.

2.20 Health/Safety Standards and Legal Compliance. Goodwill will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. Goodwill will comply with local or state standards for health and safety of the students whichever are more stringent. Said inspections shall be in strict compliance with handicapped accessibility codes, Life Safety 101, Florida State Statute 4A-36 and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to a Goodwill representative with the first invoice.

Any violations cited in the aforementioned reports shall be abated by Goodwill within the time limits prescribed by the inspecting agency.

Goodwill will prohibit smoking at the site to be in compliance with the Pro-children Act of 1994. Goodwill will comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973.

Goodwill will prohibit any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, martial status, race, religion, or sexual orientation.

2.21 Therapy Services. Goodwill will provide certified and/or licensed occupational therapists or certified occupational therapy assistant (COTA), physical therapists or registered physical therapy assistant (RPT) and speech-language pathologists as needed to implement TIEPs, with no out-of-field waivers permitted. Goodwill will use approved vendors and may access SBBC vendors. The supervising occupational or physical therapists must perform all evaluations.

Goodwill will send therapists or assistants to a minimum of one scheduled team meeting annually for any or all of the following: 1) training in policies and procedures 2) in-service training 3) participation in therapy program development 4) participation in case study conferences 5) sharing information among therapists in both agency and school system programs.

2.22 Substitutes. Goodwill will provide a substitute teacher according to SBBC policy for each classroom teacher who is not in their designated classroom for one or more days.

2.23 Staffings. Goodwill will organize, coordinate and conduct TIEP staffings on students who may be eligible as defined in Article 2. Section 2.02 to be enrolled in Goodwill.

2.24 Food Services. SBBC will make available to Goodwill the district's food services program for students to participate in the National School Lunch Program.

Goodwill will ensure that refrigeration is available for students' lunches brought from home.

2.25 **Early Release.** Goodwill will provide six early release days to coincide with SBBC approved 2014-2015 calendar and implement a program of staff development activities on those days as set forth on **Exhibit A**.

2.26 **Publicity.** Goodwill will identify SBBC role as a partner in instructional services for transition exceptional students in any and all public documents, brochures, videos, and newsletters, which are developed for the transition services.

2.27 **Disputes.** Goodwill will resolve any complaints or disputes brought to Goodwill by SBBC. Potential methods of resolving disputes include informal meetings, mediation, and conferences.

2.28 **Volunteers.** Goodwill will complete SBBC Volunteer Registration Form for every volunteer assisting students and teachers at Goodwill.

SBBC will provide Volunteer Registration Forms to be completed by adults and students volunteering at Goodwill.

2.29 **Certificate of Insurance.** Goodwill will furnish SBBC with a certificate of insurance naming SBBC as an additional insured before August 20, 2012. The coverage shall be provided by the companies licensed to write insurance in the State of Florida in amounts not less than:

Worker's Compensation	Statutory
General Liability	One million dollars (\$1,000,000)
Auto Liability	One million dollars (\$1,000,000)
Professional Liability	One million dollars (\$1,000,000)
Sexual Abuse/Molestation Liability	One million dollars (\$1,000,000)

Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation.

2.30 **Easy IEP®.** Goodwill will have available a computer and LCD projector for the purpose of implementing Easy IEP®, the web-based electronic management system used for all students with disabilities in the school district. Additionally, Goodwill will make available a meeting room with Internet access to be used to access Easy IEP during all TIEP meetings.

2.31 **Payment.** SBBC will pay Goodwill for the FTE generated for each of the transition students determined eligible as students with disabilities according to State Board of Education rules and who are enrolled in and attending the Goodwill special education program during each of the FTE survey Periods. Funding for the first semester will begin with a projected allocation based on the student enrollment count taken on the tenth day of the 180-day school calendar for the August and September payments. The total first semester allocation will then be adjusted to the number of students eligible during the October FTE Survey week, and the October through December payments will capture the increase or decrease in the allocation. Funding for the second semester will begin with a projected allocation based on the number of

students eligible during the October FTE Survey week for the January payment. The total second semester allocation will then be adjusted to the number of students eligible during the February FTE Survey week, and February through May payments will capture the increase or decrease. Payment will be provided for the instructional program which includes classroom instruction and the therapy services for a maximum of 25 hours per student.

If during the term of this contract the State of Florida reduces the amount the district receives under the Florida Educational Finance program by more than 3%, a pro-rata reduction will be passed on to the contracting agency. This provision shall remain in force, even if the agreement is terminated, for a period of one (1) year or until all state audits are conducted, whichever occurs first. The projected total cost to the SBBC is not to exceed \$383,137.92.

2.32 Inspection of Goodwill's Records by SBBC. Goodwill shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Goodwill'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's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Goodwill or any of Goodwill's payees pursuant to this Agreement. Goodwill's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Goodwill's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Goodwill's Records Defined. For the purposes of this Agreement, the term "Goodwill's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Goodwill's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Goodwill pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Goodwill reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Goodwill's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Goodwill to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Goodwill's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Goodwill in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Goodwill. If the audit discloses billings or charges to which Goodwill is not contractually entitled, Goodwill shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Goodwill shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Goodwill to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Goodwill pursuant to this Agreement and such excluded costs shall become the liability of Goodwill.

(h) Inspector General Audits. Goodwill 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.

2.33 Reporting of Child Abuse or Neglect. If at any time an employee of Goodwill is aware of or suspects that child abuse or neglect has occurred, as defined in Chapter 415, F.S., that employee is required to immediately report such known or suspected abuse or neglect to the Department of Children and Families (DCF) by calling the Central Abuse Registry (1-800-96-ABUSE). Failure of Goodwill to immediately report known or suspected child abuse or neglect shall constitute breach of contract and may result in termination.

2.34 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:

Coordinator, Transition Services
Exceptional Student Education Department
1701 NW 23rd Avenue, 2nd Floor
Ft. Lauderdale, FL 33311

To Goodwill South Florida:

President/CEO
2121 N.W. 21st Street
Miami, Florida 33142

With a Copy to:

Senior Vice President of Human Services, and
Vocational Services Director
2121 N.W. 21st Street
Miami, Florida 33142

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

2.36 **Indemnification.** 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 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.

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

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 contract.

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 **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.

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

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall

be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, 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 Section 1002.22, 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.

3.11 **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.

3.12 **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.

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **Assignment.** Neither this Agreement or 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.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **Survival.** All representations and warranties made herein, regarding 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.

3.25 **Contract 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.

3.26 **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 _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 05/05/14

Office of the General Counsel

FOR GOODWILL INDUSTRIES OF SOUTH FLORIDA, INC.

(Corporate Seal)

ATTEST:

GOODWILL INDUSTRIES OF SOUTH
FLORIDA, INC.

By

Dennis Pastana
DENNIS PASTANA
PRESIDENT & CEO

_____, Secretary

-or-

Rosemary Collins
Witness

Dena Marshall
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.**

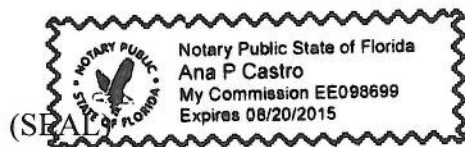
STATE OF Florida

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 23 day of
April, 2014 by DENNIS PASTANA of
Name of Person

Goodwill Industries of South Florida, Inc., on behalf of the corporation/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: Aug. 20, 2015



Ana P. Castro
Signature – Notary Public

ANA P. Castro
Printed Name of Notary

EE098699
Notary's Commission No.