

## **AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made and entered into as of this **20 day of May, 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 principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**NOVA SOUTHEASTERN UNIVERSITY, INC.**

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

**WHEREAS**, Nova Southeastern University, Institute for the Study of Human Services, Health and Justice, has made a commitment to sponsor an enrichment Summer Program for students in the Aviation Program at Miramar High School. This program will focus on college and career opportunities in the field of aviation; and

**WHEREAS**, NSU has a long-standing relationship with the SBBC that encourages opportunities for students to participate in post-secondary instruction, college and career readiness activities, and articulation to the post-secondary level. The relationship offers teachers the opportunity to collaborate with faculty and teachers in curriculum development and student enrichment activities; and

**WHEREAS**, as part of this Agreement, Nova Southeastern University will host the summer program for up to fifty (50) students which will begin on June 16, 2014 and conclude on June 20, 2014. The program will expose students to careers within the aviation industry and provide college readiness strategies. NSU will provide facilities, staff, aviation curriculum planning, materials and supplies for the five (5) day program. The summer program hours will be from 8:30 AM – 5:00 PM daily.

**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 **May 20, 2014** and conclude on **June 30, 2014**.

2.02 **SBBC Agrees as follows:** To permit NSU, Institute for the Study of Human Services, Health and Justice, to provide the facilities, instructional personnel and resources for the 2014 Aviation Summer Program. The program will begin on June 16, 2014 and conclude on June 20, 2014 and will be available for approximately fifty (50) students attending Miramar High School's aviation program. The summer program will provide students with hands-on aviation related activities/projects and college/career exploration related to all fields of the aviation industry. Miramar High School will provide the required number of teachers to oversee the students throughout the program. The Office of Talent Development will provide stipends through Title II-A grant funds for the teachers to assist with the program for the week and identified planning time. The students will be supervised at all times by SBBC staff from Miramar High School.

2.03 **NSU Hosting summer program:** NSU shall host the Miramar High School Aviation Program at the NSU campus in Broward County, Florida. Approximately fifty (50) students currently attending Miramar High School will have the opportunity to participate in this program. There will be up to up to fifty (50) students during the five (5) day term of this Agreement, supervised by SBBC personnel (employees) from Miramar High School. NSU will provide the instructors for all aviation learning sessions, materials/supplies for the summer program, arrange and reserve the appropriate NSU facilities, and provide student support services for the program. The support services include the NSU's field trips to American Flyers and the Fort Lauderdale-Hollywood International Airport.

2.04 **Inspection of NSU's Records by SBBC.** NSU 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 NSU'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 (with proof of the agent's or representative's authority provided to NSU in writing) 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 NSU or any of NSU's payees pursuant to this Agreement. NSU'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. NSU'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) **NSU's Records Defined.** For the purposes of this Agreement, the term "NSU'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.** SBBC shall only have the right to perform one audit during the audit period. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to NSU's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until no later than the earlier of two (2) years after the termination of this Agreement or two (2) years after the date of final payment by SBBC to NSU pursuant to this Agreement.

c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide NSU reasonable advance notice (at least 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 NSU's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

e) **Failure to Permit Inspection.** Failure by NSU 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 NSU's claims for payment by SBBC.

f) **Inspection of Subcontractor's Records.** NSU 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 NSU 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 NSU pursuant to this Agreement and such excluded costs shall become the liability of NSU.

g) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by NSU in excess of five (5) percent (5%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by NSU. If the audit discloses billings or charges to which NSU is not contractually entitled, NSU shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties. Please note if the project is federally funded, you may not be able to enforce this condition.

h) **Inspector General Audits.** NSU shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.05 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, and (i) personally delivered with a written receipt obtained, (ii) sent by certified or registered U.S. Mail, postage prepaid and return receipt requested, or (iii) sent by a nationally recognized overnight delivery service (e.g., Federal Express) 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 Section. Notice shall be effective upon receipt. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director Innovative Programs The School Board of Broward County, Florida 600 Southeast Third Avenue, Fourth Floor Fort Lauderdale, Florida 33301
To NSU:	Executive Vice President and Chief Operating Office Nova Southeastern University 3301 College Avenue Fort Lauderdale, Florida 33314
With a Copy to:	Institute for the Study of Human Service, Health and Justice Nova Southeastern University 3301 College Avenue Fort Lauderdale, Florida 33314 Att: Dean

**2.06 Background Screening:** NSU and SBBC agree to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of their respective 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 with respect to SBBC personnel, and NSU or SBBC with respect to NSU personnel in advance of NSU's personnel providing any services under the conditions described in the previous sentence and prior to any of SBBC's personnel coming onto NSU's premises in connection with this Agreement. NSU shall bear the cost with respect to its personnel of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to NSU's personnel. SBBC shall bear the cost of acquiring its background screening for its personnel 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 SBBC's personnel. The parties agree that the failure of NSU or SBBC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the other party to terminate immediately with no further responsibilities or duties to perform under this Agreement. Each party agrees to indemnify and hold harmless the other party, its officers, trustees, agents and employees from any liability in the form of physical or mental injury, death or property damage resulting in such party's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.



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

- a) **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate combined single limit for death, bodily injury and property damage, including, without limitation, personal injury, contractual liability, products and completed operation.
- b) **AUTOMOBILE LIABILITY INSURANCE.** Automobile liability insurance, covering owned, non-owned, and leased vehicles, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence.
- c) **WORKERS' COMPENSATION INSURANCE** in accordance with the laws of the State of Florida
- d) SBBC shall name Nova Southeastern University, Inc., its trustees, officers, agents, and employees as additional insured under SBBC's commercial general liability and auto liability insurance policies.
- e) At least fifteen (15) days prior to the beginning of the term, SBBC shall provide to NSU a certificate of insurance evidencing all of the foregoing coverage. The certificate holder shall be Nova Southeastern University, Inc., 3301 College Avenue, Fort Lauderdale, Florida 33314. If any of the insurance policies covered by the certificate of insurance will expire prior to or during the term, then at least fifteen (15) days prior to such expiration, SBBC shall deliver to NSU a certificate of insurance evidencing the renewal of such policy of policies.
- f) SBBC shall provide to NSU thirty (30) days prior written notice of any cancellation of or reduction or other material change in coverage.
- g) All notices and communications concerning insurance shall be sent to the party designated in the Notice Section of this Agreement, and to Nova Southeastern University, Director of Risk Management, 3302 college Avenue, Fort Lauderdale, Florida 33314.
- h) The coverage limits contained in the liability policies shall be on a per occurrence basis only.
- i) SBBC hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of SBBC under this Agreement.

- (j) The failure of SBBC to provide insurance in accordance with this Section shall be a default of this Agreement and shall not be subject to any cure period for default contained herein.

### **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 by NSU personnel under this Agreement. No right to NSU retirement, leave benefits or any other benefits of NSU employees shall exist as a result of the performance of any duties or responsibilities by SBBC personnel under this Agreement. Neither party shall 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 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. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the nondefaulting party upon thirty (30) days' written 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.



3.06 **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.

3.07 **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 noncompliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.08 **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.

3.09 **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.

3.10 **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.

3.11 **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.

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

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **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.

3.20 **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.



3.21 **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, and reporting requirements, shall survive the termination of this Agreement.

3.22 **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.

**Signatures on the following pages**

FOR SBBC

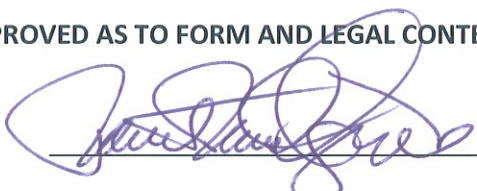
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

**ATTEST:**

By: _____	By: _____
Print: _____ Robert W. Runcie	Print: _____ Patricia Good
Title: _____ Superintendent of Schools	Title: _____ Chair
Date: _____	Date: _____

**APPROVED AS TO FORM AND LEGAL CONTENT:**

By:  \_\_\_\_\_

Print: \_\_\_\_\_ ROBERT PAUL VIGNOLA

Title: \_\_\_\_\_ Office of the General Counsel

Date: \_\_\_\_\_ 05/07/14



FOR NSU

APPROVED AS TO BUSINESS CONTENT:

By: [Signature]  
Print: Kimberly Durham, Psy.D.  
Title: Dean, Human Service, Health & Justice  
Date: 5/1/14

NOVA SOUTHEASTERN UNIVERSITY, INC.

By: [Signature]  
Print: Jacqueline A. Travisano, M.B.A, CPA  
Title: Executive Vice President and  
Chief Operating Officer  
Date: 5/6/14

APPROVED AS TO LEGAL FORM:

By: [Signature]  
Print: Joel Berman, Esq.  
Title: Vice President, Office of Legal Affairs  
Date: 5/1/14

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of May, 2014 by Jacqueline A. Travisano as Executive Vice President and Chief Operating Officer of Nova Southeastern University, Inc. on behalf of the corporation. She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.

My Commission Expires:

(SEAL)



[Signature]  
Signature – Notary Public

SHIRLEY NAIDOO  
Printed Name of Notary

FF 047127  
Notary's Commission No.