



Agreement

Sandy Hook Promise Foundation, Inc. and The School Board of Broward County, Florida

This Agreement is entered into by Sandy Hook Promise Foundation, Inc. (“SHP”), a non-profit IRC 501(c)(3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and The School Board of Broward County, Florida (“SBBC”), organized and existing under and pursuant to the Constitution and laws of the State of Florida and with a primary business address at 600 SE 3rd Ave, Fort Lauderdale, FL 33301. SHP and BCPS may also each be referred to herein individually as a “Party” or collectively as the “Parties.”

1. Purpose.

SHP and SBBC will partner to bring SHP’s no-cost, violence prevention programs, Start with Hello, Say Something, Safety Assessment and Intervention, and Signs of Suicide, to SBBC Middle and High Schools OR SBBC identified Middle and High Schools between August, 2018 – August, 2021.

- (a) Say Something™ (“SS”) teaches students how to look for warning signs, signals and threats, especially in social media, from individuals who may want to hurt themselves or others and to Say Something to a trusted adult or report it through SHP’s no-cost anonymous reporting system to get them help.
- (b) Start with Hello™ (“SWH”) teaches youth how to be more inclusive and connected to one another. SWH works to create connectedness and sustain an inclusive culture/ community, by minimizing social isolation, marginalization and rejection, BEFORE an individual chooses to hurt themselves or others.
- (c) Signs of Suicide (“SOS”) Signs of Suicide™ (SOS) trains youth and adults how to identify, intervene and get help for people who may be depressed or suicidal.
- (d) Safety Assessment & Intervention™ (“SAI”) teaches adults in schools and youth organizations how to identify, assess and respond to threats of violence or at-risk behavior BEFORE a tragedy takes place. SAI not only addresses the threat itself but also the helps identify and treat the underlying issue in that youth’s life that led to him/her making the threat.

2. Duties.

The Parties shall perform the duties described below:



A. SHP shall perform the following duties:

- i. If applicable, SHP will hire a full-time Program Coordinator, at its own expense, to work in and assist SBBC with delivering and sustaining programs.
- ii. Program coordination and delivery: SHP will work directly with SBBC to manage all presentation logistics, including arranging dates and time for the presentation, securing certified trainers to deliver the training presentations, and supply all supporting materials and resources, including copies, manuals and promotional materials. As requested by the school district, SHP will provide training or a “train the trainer” to district/school staff and parents/community members. Following the training presentations, SHP will follow up with the adult champion within the school and the applicable school district staff to report results, including success stories and numbers of youth/adults trained. As needed, SHP will recruit, train and manage a diverse pool of certified Promise Presenters to deliver programs.
- iii. Program sustainability: SHP will work with SBBC to provide one-on-one support to an “adult champion” and the youth club within each of the schools. In addition, while SHP will offer our four Know the Signs Programs at no cost to SBBC, best practices call for SHP’s Say Something, Start with Hello, and Signs of Suicide programs to be sustained via a Students Against Violence Everywhere (SAVE) Promise Club. SHP requires SBBC to identify an adult champion and youth club within each middle and high school receiving a SHP program. SHP will work with the identified adult champion and club to register them to become a SAVE Promise Club before or after training. Individual schools can decide to embed in an existing club or to start their own SAVE Promise Club, either before or after training. Finally, SHP will provide coaching and help developing work plans and calendars, including implementation and follow up support for Call-to-Action weeks. SHP will also help connect school clubs to outside resources that can support and promote the work via volunteer Promise Leaders.
- iv. Compliance: SHP shall adhere to SBBC guidelines, policies, and applicable federal and State laws for performing services on school campuses.
- v. Background Checks: All SHP employees, agents and volunteers who may have contact with students will undergo and must pass a background checks before interacting with students.

B. SBBC shall perform the following duties:

- i. Communication: SBBC will communicate support and endorsement of SHP programs to participating schools, provide support with scheduling and outreach to schools and, where needed, communication on presentations/training.



- ii. Recruitment: SBBC will help identify “adult champions” (for example - educator, administrator) who will coordinate and be the main contact with SHP staff within each school and who will serve to register/lead the SAVE Promise Clubs.
 - iii. Liaison: SBBC representatives will participate in agreed upon communication calls and/or meetings with SHP for updates.
 - iv. Work Space: SBBC will provide a work area for SHP to use when working in the District full-time SHP Program Coordinator (choose one) with as needed supplies, technology and materials.
 - v. Policies and Procedures: SBBC to inform and train SHP on relevant policies and procedures to the services SHP is providing. SBBC to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHP support staff.
 - vi. Special Event Support: SBBC to support identified and agreed to special events and SHP “Call to Action” Weeks including VIP management, media management and venue management.
3. **Funding.** SHP shall fund program development, implementation and sustainability. This Agreement does not include or anticipate the exchange of any funds between the Parties excluding materials and collateral requested above and beyond allocated amounts provided to each school. SHP does not cover the cost of educators and/or administrators time away from the classroom or school as well as meals or snacks during training sessions.
4. **Terms and Termination.** This agreement shall be effective from the date the last Party signs through August 2021. This Agreement may be terminated, in whole or in part, by either Party hereto, with or without cause, upon thirty (30) calendar days’ advance written notice to the other Party. This Agreement may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties.
5. **Confidentiality.**
- A. At the conclusion of the performance of this Agreement, SHP shall return to SBBC all written materials constituting or incorporating any communications or information obtained from SBBC. Upon SBBC’s specific approval, SHP may retain copies of such materials.
 - B. SHP may disclose to any sub-contractor, or SBBC approved third parties, any information otherwise subject to Subsection 5(A), above, that is reasonably required for the performance of the sub-contractor’s work under this Agreement. Prior to any



such disclosure, SHP shall obtain the sub-contractor's written agreement to the requirements of Subsection 5(A), above and shall provide a copy of such agreement to SBBC.

- C. SHP represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information, which relates to this Agreement, nor shall SHP make representations about SBBC in oral or written form without the prior written approval of SBBC.
 - D. SHP's obligation of confidentiality with respect to information submitted or disclosed to SHP by SBBC hereunder shall survive termination of this Agreement.
 - E. SHP understands and agrees that it is subject to all SBBC policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.
6. **SBBC Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should SHP come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.
7. **Liability.** The SBBC shall not be liable to the SHP for personal injury or property damage sustained by SHP, its employees, or agents in the performance of this agreement, whether caused by the SBBC, its officers, employees, or by third persons.
8. **Independent Contractor.** While engaged in performance of this agreement, the SHP is an independent contractor and is not an officer, agent, or employee of the SBBC. SHP is not entitled to benefits of any kind to which SBBC's employees are entitled, including but not limited to unemployment compensation, worker's compensation, health insurance and retirement benefits. SHP assumes full responsibility for the acts and/or omissions of SHP's employees or agents as they relate to performance of this agreement. SHP assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to SHP and SHP's employees and agents. SHP warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. SHP agrees to indemnify SBBC for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by SHP's employees and agents under this agreement.



9. **Conflict Of Interest.** SHP represents that SHP has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this agreement and that no person having any such interest shall be subcontracted in connection with this agreement, or employed by SHP. SHP shall not conduct or solicit any non-DISTRICT business while on SBBC property or time.
- A. SHP will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to SBBC prior to entering into this agreement any and all circumstances existing at such time which pose a potential conflict of interest.
 - B. SHP warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of SBBC any cash or noncash gratuity or payment with view toward securing any business from DISTRICT or influencing such person with respect to the conditions, or performance of any contracts with or orders from SBBC, including without limitation this agreement. Any breach of this warranty shall be a material breach of this Agreement.
 - C. Should a conflict of interest issue arise, SHP agrees to fully cooperate in any inquiry and to provide SBBC with all documents or other information reasonably necessary to enable SBBC to determine whether or not a conflict of interest existed or exists.
 - D. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this agreement, notwithstanding Section 4, "Term and Termination," above, in addition to whatever other remedies SBBC may have.
10. **Equal Employment Opportunity.** It is the policy of SBBC that, in connection with all work performed under SBBC agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and, therefore, the SHP agrees to comply with applicable federal and state laws. In addition, the SHP agrees to require like compliance by its employees, agents, and all sub-contractors employed on the work.
11. **Non-discrimination.** SBBC is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. SBBC prohibits discrimination, harassment, intimidation and/or bullying and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance. The SHP agrees to comply with applicable federal and state laws. In addition, the SHP agrees to require like compliance by its employees, agents, and all sub-contractors employed on the work.



12. **Governing Law.** The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of Florida.
13. **Background Screening.** SHP, their agents, and volunteers 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 SHP or its personnel providing any services under the conditions described in the previous sentence. SHP 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 SHP and its personnel. The parties agree that the failure of SHP 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. SHP 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 SHP's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.
14. **Insurance.** SHP shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a licensed, admitted or authorized insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficiently estimated to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with SHP's fulfillment of any of its obligations under this Agreement or either Party's use of the Work or any component or part thereof:
- A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:
 - \$1,000,000 per occurrence
 - \$ 100,000 fire damage
 - \$ 5,000 med expenses
 - \$1,000,000 personal & adv. injury
 - \$3,000,000 general aggregate
 - \$3,000,000 products/completed operations aggregate
 - B. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
 - C. Workers' Compensation and Employers Liability Insurance in a form and amount covering SHP's full liability under applicable state and federal laws, as follows:
 - i. Part A – Statutory Limits
 - ii. Part B - Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000



D. Errors & Omissions (Professional Liability) coverage, as follows:

E. \$1,000,000 per occurrence/ \$1,000,000 aggregate

F. Sexual Abuse and Molestation coverage, as follows:

a. \$1,000,000 per occurrence/\$1,000,000 aggregate

G. SHP, upon execution of this Agreement and periodically thereafter upon request, shall furnish SBBC with certificates of insurance evidencing such coverage.

15. **Indemnification.** SHP shall indemnify and hold harmless SBBC and its Board Members, administrators, employees, agents, attorneys, and SHPs (collectively, “Indemnitees”) against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission of SHP, including, without limitation, its agents, employees, sub-contractors, volunteers, or anyone employed directly or indirectly by it. SBBC agrees to indemnify and hold harmless SHP, including, without limitation, its agents, employees, sub-contractors, volunteers, or anyone employed directly or indirectly by it, from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of SBBC arising out of or in connection with the provisions of this agreement.

16. **Notices.** All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this Agreement will be sent by prepaid first class mail, electronic mail, telephone facsimile, or hand-delivered, to the addresses set forth below. Any such notices, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail; when received, if sent by electronic mail or telephone facsimile; or when delivered, if delivered by hand.

To SHP:

Name: Paula Fynboh
Title: National Field Director
Company: Sandy Hook Promise
Address: 13 Church Hill Road
Newtown, CT 06470
Telephone: 202.813.2140
Facsimile: N/A
Email: paula.fynboh@sandyhookpromise.org

To SBBC:

Name: Robert Runcie
Title: Superintendent of Schools
Office: The School Board of Broward County, Florida



Address: 600 Southeast Third Avenue
Fort Lauderdale, FL 33301

With a Copy to:

Name: Ralph Aiello
Title: Director
Office: The School Board of Broward County, Florida
School Counseling & BRACE Advisement
Address: 1400 NW 14th Court
Fort Lauderdale, FL 33311
Telephone: (754) 321-1675
Facsimile: (754) 321-1684
Email: ralph.aiello@browardschools.com

17. **Dispute Resolution.** Should any problem or conflict arise in the course of the delivery of services under this Agreement, it is understood that both parties will work with each other to accomplish an effective resolution through discussion. In the event such efforts do not resolve the dispute, the aggrieved party may take such action, as it deems appropriate.
18. **Entire Agreement/Amendment.** This Agreement, all exhibits to this Agreement constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement, as described in Section 4, above
19. **Inspection of SHP's Records by SBBC.** SHP shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of SHP'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 SHP'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 SHP pursuant to this Agreement. SBBC's agent or its authorized representative shall provide SHP 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 SHP's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. SHP 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.



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

21. **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.

22. **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.



23. **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.
24. **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.
25. **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.
26. **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. 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.



27. **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.
28. **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
29. **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.
30. **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.
31. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
32. **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.
33. **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.
34. **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.

35. **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.
36. **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.
37. **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.
38. **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.
39. **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.
40. **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.
41. **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.



42. **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.

[SIGNATURE PAGE FOLLOWS]



-SHP-

BY (SIGN): _____

NAME (Print): _____

POSITION: _____

DATE: _____



FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel