

Non-Discrimination

NCJW agrees not to unlawfully discriminate against any student in any manner whatsoever on account of race, creed, color, age, sexual orientation, gender identity or expression, religion, handicap, national origin, or marital status.

IN WITNESS THERETO, the undersigned have each read the foregoing agreement and agrees with it.

NATIONAL COUNCIL OF JEWISH WOMEN,
PALM BEACH SECTION

Rona J. Sterling, President
NCJW Palm Beach Section

Date: 8-9-18

SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA, on Behalf of:

Chloe Lake Elem. School

PRINCIPAL:

Dr. Campbell

Date: 8/23/18

IV. The Parties agree as follows:

Amendment

This Agreement may be amended only with the mutual written consent of both parties.

Independent Contractor

While engaged in performance of this contract, NCJW is an independent contractor and is not an officer, employee, or agent of the School Board.

Governing Law and Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes 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 Fifteenth Judicial Circuit of Palm Beach County, Florida.

Insurance

NCJW shall provide proof of insurance in the amounts listed below as required by the NCJW Board's Director of Employee Benefits and Risk Management:

Commercial General Liability	\$1,000,000/\$2,000,000
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(Board must be endorsed by CG 20 10 or 20 37. Board must be listed as additional insured.)

In the event NCJW hires employees in the future, NCJW agrees to maintain Workers' Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

Waiver of Subrogation

In the event of loss, damage or injury to NCJW and/or NCJW's property, NCJW shall look solely to any insurance in its favor without making any claim against the School Board. NCJW hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of NCJW's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

Indemnification

NCJW agrees to indemnify PBCSD Board and its officers, directors, employees and agents, from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance deductibles and all other expenses arising out of or relating to, directly or indirectly:

- a. the negligent, grossly negligent, or intentional act or omission of NCJW or its directors, officers, employees, agents or contractors;
- b. NCJW's failure to perform any of its obligations under this Agreement; and
- c. any act or omission of NCJW in connection with the terms of this Agreement; and
- d. any action by a third party against Board that is based on any claim that any products supplied or services performed under this Agreement infringe a patent, copyright or other proprietary right or violate a trade secret.

SCHOOL PROGRAM PARTICIPATION AGREEMENT
THE NATIONAL COUNCIL OF JEWISH WOMEN
PALM BEACH SECTION BACKPACK PROGRAM

Name of School: Cholee Lake Elementary
Address of School: 6600 Dillman Rd Greenacres FL 33413
Name of School Principal: Marlene Campbell
Name of School Lead Contact Person: Geraldo Reyes

I. This Agreement is effective upon execution and shall be automatically renewed from year to year on the anniversary date thereof unless terminated by either Party hereto. Either Party may terminate this Agreement by providing the other Party ten (10) days advance written notification.

II. As a participating school in the **National Council of Jewish Women's (NCJW)** Backpack program, the school agrees to:

1. Designate a lead contact person as provided above.
2. Identify, refer, and track the numbers of students who receive the food bags by the school.
NOTE: This is an internal process within each school. NCJW does not request any individual information on students out of respect for the privacy of those we serve.
3. Distribute the food bags on Friday afternoons or another weekday, in the event of a holiday or other school closures.
4. Provide periodic update of inventory of food needed to the NCJW liaison.
5. Report any concerns or feedback, testimonials, quotes or reviews from parents, students, teachers and staff to NCJW on an ongoing basis or as they occur.

III. The National Council of Jewish Women, Palm Beach Section agrees to:

1. Designate a Volunteer liaison as the primary contact for the Backpack Program.
2. Arrange for the packing of backpacks filled with non-perishable food, based on input from the school and deliver backpacks to the school site, at no cost to the School.
3. Comply with all applicable federal, state and local laws.
4. NCJW will make every effort to advise when children with allergies should not participate in the program.
5. Ensure that all foods have not expired and contain allergen warnings.

Non-Discrimination

NCJW agrees not to unlawfully discriminate against any student in any manner whatsoever on account of race, creed, color, age, sexual orientation, gender identity or expression, religion, handicap, national origin, or marital status.

IN WITNESS THERETO, the undersigned have each read the foregoing agreement and agrees with it.

NATIONAL COUNCIL OF JEWISH WOMEN,
PALM BEACH SECTION

Rona G. Sterling
Rona G. Sterling
NCJW President

Date: 9/5/18

SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA, on Behalf of:

Liberty Park Elementary School

PRINCIPAL: [Signature] 8/31/18

Date: 8/31/2018

Reviewed and approved as to legal sufficiency

K. Hall 8/22/18

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Amendment

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- a. the negligent, grossly negligent, or intentional act or omission of NCJW or its directors, officers, employees, agents or contractors;
- b. NCJW's failure to perform any of its obligations under this Agreement; and
- c. any act or omission of NCJW in connection with the terms of this Agreement; and
- d. any action by a third party against Board that is based on any claim that any products supplied or services performed under this Agreement infringe a patent, copyright or other proprietary right or violate a trade secret.

SCHOOL PROGRAM PARTICIPATION AGREEMENT

IN SUPPORT OF THE NATIONAL COUNCIL OF JEWISH WOMEN

PALM BEACH SECTION BACKPACK PROGRAM

Name of School: Liberty Park Elementary

Address of School: 6601 Constitution Way Greenacres, FL 33413

Name of School Principal: Erica Henn

Name of School Lead Contact Person: Krista Bruhn

I. This Agreement is effective upon execution and shall be automatically renewed from year to year on the anniversary date thereof unless terminated by either Party hereto. Either Party may terminate this Agreement by providing the other Party ten (10) days advance written notification.

II. As a participating school in the National Council of Jewish Women's (NCJW) Backpack program, the school agrees to:

1. Designate a lead contact person as provided above.
2. Identify, refer, and track the numbers of students who receive the food bags by the school.
NOTE: This is an internal process within each school. NCJW does not request any individual information on students out of respect for the privacy of those we serve.
3. Distribute the food bags on Friday afternoons or another weekday, in the event of a holiday or other school closures.
4. Provide periodic update of inventory of food needed to the NCJW liaison.
5. Report any concerns or feedback, testimonials, quotes or reviews from parents, students, teachers and staff to _____ on an ongoing basis or as they occur.

III. The National Council of Jewish Women, Palm Beach Section agrees to:

1. Designate a Volunteer liaison as the primary contact for the Backpack Program.
2. Arrange for the packing of backpacks filled with non-perishable food, based on input from the school and deliver backpacks to the school site, at no cost to the School.
3. Comply with all applicable federal, state and local laws.
4. NCJW will make every effort to advise when children with allergies should not participate in the program.
5. Ensure that all foods have not expired and contain allergen warnings.