



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

**Special Order Request**

☐ Yes ☒ No

Time

**Open Agenda**

☐ Yes ☒ No

ITEM No.:

F-2.

MEETING DATE

Jul 28 2015 10:15AM - Regular School Board Meeting

AGENDA ITEM

CONSENT ITEMS

CATEGORY

F. OFFICE OF ACADEMICS

DEPARTMENT

Mathematics, Science & Gifted

TITLE:

Agreement between Broward College and The School Board of Broward County, Florida

**REQUESTED ACTION:**

Approve the Agreement between Broward College and The School Board of Broward County, Florida, to enter into a Collegiate High School Agreement.

**SUMMARY EXPLANATION AND BACKGROUND:**

As required by Florida Statute (F.S. 1007.273), Broward College and The School Board of Broward County, Florida, must enter into a Collegiate High School Agreement to provide a rigorous collegiate academic program for serious high school students, who have the discipline required of a college campus and collegiate study. Students attend the high school full time, for their junior and senior years, simultaneously completing the remaining high school diploma requirements and AA Degree requirements. For additional information, please see the Executive Summary. This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**

☒ Goal 1: High Quality Instruction ☐ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

**FINANCIAL IMPACT:**

There is no additional financial impact to the District.

**EXHIBITS: (List)**

(1) BCCollegiateHS ExecSummary (2) Collegiate High School Agreement

**BOARD ACTION:**

**APPROVED**

(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Guy Barmoha, Director

Phone: 754-321-2119

Name: Bob McKinney, Adv. Studies Coordinator

Phone: 754-321-2119

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA****Senior Leader & Title**

Daniel Gohl - Chief Academics Officer

Approved In Open  
Board Meeting On:

**JUL 28 2015**

Signature

Daniel F. Gohl

Thursday, July 09, 2015 11:25:14 AM

By:

*Donna Fourn*

School Board Chair

## COLLEGIATE HIGH SCHOOL AGREEMENT

THIS AGREEMENT is made and entered into as of this 28<sup>th</sup> day of July, 2015,  
by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereafter 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

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**

(hereafter referred to as BC), a political subdivision of the State of Florida,

whose principal place of business is

225 East Las Olas Blvd, Fort Lauderdale, Florida 33301

WHEREAS, SBBC and BC are required by Section 1007.273, Florida Statutes, to enter into an agreement, which outlines how both institutions will partner to establish a collegiate high school, College Academy @ BC, to district school students,

WHEREAS, The College Academy @ BC (CA @ BC), a collegiate high school between SBBC and BC, is a rigorous academic program for advanced high school students, who have the discipline required of a college campus and collegiate study,

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 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 1, 2015 and conclude on July 31, 2016.

2.02 **Joint Responsibilities.** SBBC and BC shall maintain responsibility for implementing this Agreement and shall review this Agreement and performance of parties hereunder each year to ensure that it continues to serve their mutual interests. BC and SBBC may provide personally identifiable student records to each other in the performance of this agreement.

Such records are provided pursuant to Sections 1002.22 and, 1002.221, Florida Statutes, and 20 U.S.C. 1232g. Each party further agrees to comply with Sections 1002.22 and 1002.221, Florida Statutes, and 20 U.S.C. 1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records.

2.03 **Program Description**. The purpose of the CA @ BC is to provide a rigorous collegiate academic program for serious high school students, who have the discipline required of a college campus and collegiate study. Students attend the high school full time, for their junior and senior years, simultaneously completing the remaining high school diploma requirements and AA Degree requirements. One hundred percent (100%) of the students at the CA @ BC graduate with a high school diploma from The School Board of Broward County, Florida and an Associate of the Arts (AA) Degree from BC.

The curriculum program is designed to assist academically talented and focused students to reach their highest potential and achieve their academic and career goals. With targeted support services, a significant emphasis on core academic content and the encouraging small school atmosphere; CA @ BC students are able to assume a full time college course schedule in their junior year. All 11th and 12th graders enroll in college classes, where they earn dual credit posted to both the high school and college transcript.

Once enrolled at CA @ BC, students attending the school enjoy full access to all college facilities, student life clubs, activities, and services. Academic support services available to students include in-house tutoring, a state-of-the-art learning resource center, academic success center, mathematics laboratory, and STEM center. Tutoring is available during and after school hours. Students may also participate in the college's full repertoire of fine and performing arts, including music, dance, visual arts, and theater.

2.04 **Delineation of Courses**. Students select courses from the BC course dictionary. Course selections must include the required general education courses for an AA degree (**Appendix A**).

The language arts curriculum offers both structure and choice. Students take English Composition 1 and 2 and Introduction to Literature as part of their required program. Students may also select additional language arts/humanities courses to fulfill elective requirements including Creative Writing, Professional Technical Writing, American Literature and British Literature. Emphasis is on shared inquiry into literature, writing and grammar, and vocabulary development. Students do formal and informal writing including literary critical analysis as well as completing a research paper. They are introduced to MLA documentation as a precursor to the writing requirements for the skills needed in all their college classes. Research skills, including using the library, Internet and electronic databases provide the foundation for presentations. The pace and depth of study is at the college level and utilizes writing labs provided by the college to remediate and provide enrichment. The English department assigns summer reading for current and prospective students that is part of opening of school activities.

The CA @ BC social studies sequence begins with juniors taking six credits of United States History. The American History class is distinguished by real time research, examination of

primary sources, and team projects on historical and contemporary issues. In the senior year students take dual enrollment courses in National Government and Macroeconomics in which debate, lecture, and small group projects are a part of the instructional methods.

The mathematics sequence is tailored to individual needs, major and interest of the student. Placement test scores and pre-requisite requirements guide the mathematics curriculum. Students enroll in College Algebra, but may test into an accelerated five-credit dual enrollment class, combining the study of Pre-calculus and Trigonometry. Students interested in STEM fields may progress through Differential Equations and Calculus III. The instructors of the mathematics curriculum are specialists in their field all having advanced degrees. The instructional methods used by instructors include face-to-face instruction, hands on manipulatives, cooperative groups, notes posted to Desire to Learn (D2L) from class lectures, and computer aided instruction through online math labs. Faculty maintain office hours to be available to their students for questions and assistance. Students may have access to tutoring via the BC Math Lab and the BC STEM Lab at no cost.

Students generally begin the science curriculum during the second semester, choosing from over twenty science courses. With 80% of the CA @ BC students interested in STEM majors, students generally begin their science studies taking Chemistry 1040. Students with a high school background in chemistry may take the more challenging and faster paced Chemistry 1045. Courses available include a wide diversity of college biological and physical science courses generally unavailable in traditional high schools including advanced physics, organic chemistry, astronomy and advanced biology. The rigorous science curriculum offers high school students the use of state-of-the art facilities, including the planetarium to enhance their study of astronomy, and the opportunity to use instruments and techniques during the required laboratory component.

Humanities classes including art and foreign language are also taken with BC professors. Students select from a variety of courses in fine and performing arts, including pottery, painting, photography, dance, music, and theater. STEM students are encouraged to select a course in philosophy, ethics, or logic. A two-year foreign language requirement can be met through Spanish, American Sign Language, or the many language programs offered in the college curriculum. Students may also enroll in the third and fourth level of language courses after conferencing with the department chair. (Sample junior and senior schedule – **(Appendix B)**).

**2.05 Industry Certifications.** CA @ BC offers students the opportunity to obtain a CAPE Industry Certification in three areas: Accounting, Networking, and Criminal Justice (SB 850, s.1007.273, F.S.). Students who chose to pursue an industry certification are required to enroll in a BC course that aligns with competencies outlined in the CAPE industry certification. Certifications will be awarded only when students demonstrate competency or proficiency on a written exam given in a proctored environment by a third party agency. (List of available industry certifications - **Appendix C**).

**2.06 Online Course Availability.** Students enroll in online courses via Broward Virtual School and Broward College Online. Included in the student schedule is the opportunity to take Wellness and/or Speech online or as a blended course. Student may utilize Broward Virtual for

required 9th and 10th grade high school courses that were not completed prior to enrollment. At least one on-line or blended course must be completed prior to graduation.

**2.07 High School and College Credits Earned.** Students will earn a minimum of 24 high school credits and a minimum of 60 college credits. Many of the college credits will be used to fulfill both high school requirements and credits. Schedules strategically include courses that fulfill both High School and AA requirements under the dual enrollment guidelines for course equivalency.

**2.08 Eligibility and Enrollment Process.** Students begin their application process with the CA @ BC in January, of their sophomore year, and come from public, private and home school settings. All CA @ BC students must reside in Broward County. Students may review the eligibility criteria at the CA @ BC website or attend the annual information sessions where the eligibility criteria are discussed.

#### Eligibility Criteria - Part I: Initial Screening

- Sophomore status at time of application
- Earned a minimum cumulative un-weighted 3.25 GPA at time of application
- Earned high school credit (B or better) or currently enrolled in the following courses or comparable courses
  - English I
  - English II
  - Algebra I
  - Geometry
  - World History
  - HOPE
- Exemplary attendance, conduct, grades, and behavioral history at the time of application
- All required courses must be completed prior to registration

#### Eligibility Criteria - Part 2: Testing Requirements

- Pass all subtests of the Postsecondary Education Readiness Test (PERT) or SAT/ACT  
With the following minimum scores:

##### PERT PASSING SCORES

Reading Comprehension	106+
Writing	103+
Math	114+

##### ACT or SAT SCORES

SAT Math	440+
SAT Verbal	440+
ACT Math	19+
ACT English	17+
ACT Reading	19+

### Eligibility Criteria - Part 3: Continue to Meet Admissions Criteria

- Applicants that meet the initial criteria and submit passing scores by the posted deadline will be placed into the qualified applicant pool. Should the number of qualified applicants exceed the number of available seats, a random selection process will take place once the deadline for testing has passed. Students selected through this process will be offered admission. The remaining students will be offered admissions as seats become available [waitlist].

## 2.09 Application/Enrollment Process.

### Part 1: Initial Application & Screening

- The CA @ BC accepts applications once a year. The application is online at [www.collegeacademy@browardschools.com](mailto:www.collegeacademy@browardschools.com). The application window is open from January through mid-February. All communication and forms are processed via the online application. Applicants must check the status of their application status online daily for updates throughout the admission process. It is the responsibility of the applicant to meet all deadlines.
- Applicants, with their parents, complete an on-line application. Completed online applications will be reviewed and statuses updated to reflect if student has or has not met the initial eligibility requirements. Applicants' educational records must be available for review within five days of the submission of the application.

### Part 2: Testing

Students' online application status will be updated to reflect that they have met or have not met the initial screening requirements within five days of submission. Incomplete applications will not be screened. Students that have met the initial screening criteria will have an opportunity to take the PERT test or submit passing scores from the PERT/ACT/SAT.

- Take the Post-secondary Education Readiness Test (PERT) **or** submit SAT/ACT scores that meet admissions requirements by the deadline. Students who have qualifying SAT/ACT/PERT scores **do not** have to take the PERT
- BC will communicate scores to CA if you test at BC. CA will only accept official PERT score reports.
- Submit PERT, SAT, or ACT scores by deadline
  - Testing centers will have high demand. It is the responsibility of the applicant to test in a timely manner to meet testing deadline.

### Part 3: Admission Status: Notifications and Responses

- Students who meet testing requirements are placed in the qualified applicant pool and will be admitted unless the number of qualified applicants exceeds the number of available seats. If this occurs, a random selection process will be utilized once the deadline for testing has passed. Students selected through this process will be offered admission. The remaining students will be offered admission as seats become available [waitlist]. A

waitlist is maintained throughout the summer and dismissed once the regular public school year begins.

- Students that are offered admission must accept online by the specified deadline. Failure to respond by the deadline will be interpreted as a decline of the admissions offer.

#### Part 4: Enrollment Process

- Applicants accept admission by completing a BC Application online. Students that have a BC ID number do not need to reapply.
- Once the applicant has a BC ID number, the applicant must submit an Enrollment form online to the CA @ BC.
- Admitted students will be scheduled for a two hour registration session with the BC and CA @ BC advisors.
- Registration takes place in June.
- During Registration students will select their Term 1 classes.
- A parent or guardian must attend registration with the student.

#### Part 5: Enrollment Process

- Registration session - students meet with advisors and select Term 1 classes.
- Student Orientation – students attend an orientation conducted by CA @ BC students.
  - Orientation consist of a meet and greet for students and parents, a campus tour, transition activities, and textbook pickup.

2.10 **Student Performance Contract.** Each student participating in the CA @ BC is required to enter into a yearly performance contract signed by the student, parent, SBBC and BC representative (s. 1007.273, F.S.). The contract (**Appendix C**) includes a schedule of courses by term, industry certifications available to students, attendance requirements, code of conduct, and course grade requirements.

2.11 **Instructional Methods.** The high school employs instructional methods that are designed to engage and inspire students to reach their highest potential. The instructional methods include: structured discussions, Socratic exchanges, problem-solving, critical thinking, informal debate, and direct instruction. Delivery of instruction includes a technology-across-the-curriculum approach and 24/7 access for students to teacher posted information including test, study guides, syllabus, and notes via Desire To Learn (D2L). Students may participate in STEM forums, annual student-led conferences, school-wide enhancement activities to compliment the traditional curriculum, and integrated academic/career seminar series hosted either by the high school or college.

Students also attend academic seminars that connects concepts learned in each individual subject to the full academic curriculum, and encourages the development of problem solving, critical thinking, and research skills, as well as oral presentation, and real-life application of the academic disciplines.

2.12 **Instructors.** The CA @ BC faculty is made up of full-time instructors dedicated to the high school, as well as BC professors. The instructional staff for CA @ BC are specialists in their field all having advanced degrees. All instructors hold a minimum of a master's degree or higher

with a minimum of 18 graduate hours in field. Fifty percent of the CA faculty employed by SBBC are National Board Certified and 100% hold Professional Educator's Certificate from the Florida Department of Education. The full-time high school faculty members are credentialed by the applicable BC Associate Dean and meet the requirements of SBBC for an instructional position. CA @ BC instructors are credentialed to teach college level mathematics, US History, Research, National Government, and English/Literature. These instructors dedicate time each day for office hours to provide tutoring and mentoring. Instructors are also available to meet with parents and students for conferences. CA @ BC instructors may also be contacted by email to discuss concerns or for information.

**2.13 Student Advising and Progress Monitoring Mechanisms.** The CA @ BC has dedicated counseling and advisement staff from BC and SBBC. Students meet with their BC academic advisor to select courses and to develop and monitor the requirements of the two-year educational plan. Advisors conduct audits on student transcripts throughout the two years to assure that students are making adequate process to earn their AA degree within the two-year period. Concerns from the advisors are directed to the CA @ BC guidance director and/or principal. CA @ BC instructors issue an interim report to parents each term. The interim report provides parents with an idea of how their students are doing in their college courses taught by CA @ BC instructors. Student and parent conferences are conducted as needed or requested. The CA @ BC conducts a Response to Intervention (RTI) meeting twice a month. Guidance staff and the instructors meet to discuss any concerns regarding student academic progress, attendance, and/or transition concerns. Students are also encouraged to utilize all of the available resources including guidance staff, office hours and the student success center in the library.

The CA @ BC guidance department provides academic career and personal/social counseling, high school advisement, post-secondary advisement, and services for ESE students. School counselors see each student, each term, via individual appointments or small groups. Transition topics, course requirements and academic progress are topics for these sessions. The post-secondary advisor conducts seminars for parents and students on many topics including: financial aid, resume writing, college applications, testing, and scholarships applications. The CA @ BC has an 83% completion of FAFSA and 100% application rate for Bright Futures each year. Communication to parents and students is the key and highly valued at CA @ BC. Parents and students receive direct communication via email, text, and Parent Link.

**2.14 Description of Program Review Protocols and Student Performance Reporting Mechanisms.** The CA @ BC has a monthly School Advisory Council (SAC) meeting to review CA @ BC's continuous improvement goals. The school publishes a yearly school improvement plan that includes goals aligned to the school districts' strategic plan including college readiness and graduation rate. The school graduation rate is 100% for high school diplomas and Associate of Arts Degrees. The school principal provides monthly updates to the SAC on the progress the school is making toward achievement of school goals, testing and advisement results. The school reports to SBBC, BC, and the public student performance results each year via the CA @ BC Annual Report and School Profile. The CA @ BC is very proud of the student performance results including 1st in Broward County Public Schools on PSAT, SAT, and ACT. These reports may be found on the CA @ BC website. In addition, the CA @ BC principal will provide an overview of the achievements and student outcomes for the academic



year to the Collegiate High School Committee, comprised of BC and SBBC representatives. The committee will conduct a review of the CA @ BC and collaborate on changes and enhancements to meet student needs.

2.15 **Description of the Funding Arrangements.** Collegiate high school programs are funded in accordance with ss. 1007.271 and 1011.62, F.S.

SBBC shall pay the standard tuition rate per credit hour, including costs for instructional materials, to BC for providing instruction when such instruction is provided by BC faculty. BC will use the state's recommended tuition rate of \$71.98 (current) per credit hour.

SBBC will pay for the cost of instructors for courses taught by CA @ BC faculty.

BC will submit an invoice to SBBC at the end of each Fall and Winter term that includes:

- a) Total number of students participating in CA @BC courses and total enrolled credit hours (including "W/WN" grades) for courses taught by BC faculty times the standard rate of tuition.
- b) Instructional materials used for the instruction of students enrolled in the dual enrollment courses taught by BC faculty.

2.16 **Transportation.** SBBC provides transportation to eligible students (those that reside more than 2 miles from campus). With parent permission and after acquiring a BC Parking Decal, students may provide their own transportation. Students may also utilize the Broward County Transit Authority to and from school.

2.17 **Shared Student Records.** SBBC will comply with applicable state and federal laws and administrative rules regarding the sharing of student records and reports and establish procedures, including Sections 1002.22 through 1002.222, Florida Statutes. Pursuant to FERPA and its implementing regulations, 34 CFR Part 99, et seq., the information provided shall be limited to that which is necessary to effectively serve the student and BC hereby certifies by signing this Agreement that the information will not be re-disclosed by its agents or employees to any other party except as provided by law.

2.18 **Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Dual Enrollment Articulation Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance

with FERPA's privacy requirements, including but not limited to, prompt notification to SBBC of changes in employment status of any of the BC mentors assigned to SBBC schools.

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

(4) ensure that all employees, appointees or agents of BC who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice and the provisions of paragraph 3.06 pertaining to default shall not be applicable to a breach of this section.

2.19 **Inspection of BC's Records by SBBC.** BC 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 BC'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 BC or any of BC's payees pursuant to this Agreement. BC'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. BC'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.

(a) **BC's Records Defined.** For the purposes of this Agreement, the term "BC's Records" shall include, without limitation, any 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 BC'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 BC pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide BC 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 BC 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 BC 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 BC'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 BC in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by BC. If the audit discloses billings or charges to which BC is not contractually entitled, BC 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. BC 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 BC 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 BC pursuant to this Agreement and such excluded costs shall become the liability of BC.

(h) Inspector General Audits. BC 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.

**2.20 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: Chief Academic Officer  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To BC: President J. David Armstrong, Jr.  
Broward College  
225 East Las Olas Boulevard

Fort Lauderdale, Florida 33301

With a Copy to:

Dr. Linda Howdyshell, College Provost  
225 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

2.21 **Background Screening:** Both parties agree 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 BC or its personnel providing any services under the conditions described in the previous sentence. BC 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 BC and its personnel. The parties agree that the failure of either party to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the non-breaching party to terminate immediately with no further responsibilities or duties to perform under this Agreement.

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

### **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, sexual orientation or any other basis prohibited by law 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 either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. Neither party shall have any liability for any property left on its property by any party to this Agreement after the termination of 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 each party under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If a party's governing body does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by that party at the end of the period for which funds have been allocated. The terminating party shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to the terminating party in the event this provision is exercised, and the terminating party 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, each party 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 such party 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 the other party, all public records in that party's possession upon termination of its Agreement with the other party 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 the other party, in a format that is compatible with the other party'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, each party under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records and shall comply with the requirements of **Appendix D**.

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 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.

3.17 **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, 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

By Donna Korn  
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Antonia J. Jones 05/14/15  
Office of the General Counsel



**FOR BC**

DocuSigned by:  
Linda A. Howdysshell, Ph.D.  
By AA7EFE1ED8EE432  
Name Linda A. Howdysshell, Ph.D.

Approved as to Form and Legal Content:

DocuSigned by:  
[Signature]  
Office of the General Counsel

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

ATTEST:

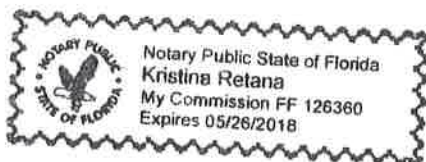
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Veronica Gonzora  
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Witness  
DocuSigned by:  
Sherrine Mitchell  
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Witness

**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 Broward

The foregoing instrument was acknowledged before me this 21 day of April, 2015 by Linda Howdysshell, Ph.D. of  
(Name of Person)  
District Board of Trustees of Broward College, Inc. on behalf of the corporation/agency.  
(Name of Corporation or Agency)  
He / She is personally known to me.



[Signature]  
Signature – Notary Public

(SEAL)

Attachments

- Appendix A: General Education Requirement for the Associate in Arts degree
- Appendix B: Sample Student Schedule
- Appendix C: Student Performance Contract
- Appendix D: Safeguarding the confidentiality of student records and information

## Appendix A

General Education Requirement for the Associate of Arts degree  
Effective 20161 (August 2015)

	Communication (9 credits)	Humanities (6 credits)	Social Sciences (6 credits)		Sciences (9 credits)		Mathematics (6 credits)
			Social Sciences	Behavioral Sciences	Biological Sciences	Physical Sciences	
	Students take:  ENC 1101 and One Other Composition and One Speech	Students take:  Two courses from different groups  At least one course must be from the Core list. Both courses can be from the Core list.	Students take:  One Social Science and One Behavioral Science  At least one course must be from the Core list. Both courses can be from the Core list.		Students take:  One Core Biological Science and One Core Physical Science and One Laboratory and One Wellness  At least one Biological or Physical Science course must be from the Core list. Both courses can be from the Core list.		Students take:  Two courses  At least one course must be from the Core list. Both courses can be from the Core list.
Core	ENC 1101 (W)	ARH 2000 (I) (Group 3) LIT 2000 (W) (Group 1) MUL 2010 (I) (Group 5) PHI 2010 (W) (Group 6) THE 2000 (Group 4) HUM 2020*	AMH 2020 (W) POS 2041 (W)	ANT 2000 (W)(I) ECO 2013 (W) PSY 2012 SYG 2000 (W)(I)	BSC 1005 BSC 2010 BSC 2085 EVR 1001	AST 1002 CHM 1020 CHM 1045 ESC 1000 EVR 1001 PHY 1020* PHY 2048 PHY 2053	MAC 1105 MAC 2311 MGF 1106 MGF 1107 STA 2023
Tier 2	Other Composition; ENC 1102 (W) ENC 2210 (W)	Group 1 -- Literature: AML 2010 (W) AML 2020 (W) AML 2600 (W)(I) AML 2631 (W)(I) CRW 1001 (W) CRW 1100 (W) ENG 2101 (W) ENL 2012 (W)(I) ENL 2022 (W)(I) ENL 2330 (W) LIT 2020 (W)(I) LIT 2030 (W) LIT 2110 (W)(I) LIT 2120 (W)(I) LIT 2190 (W) LIT 2310 (W)	AMH 2010 (W) AMH 2035 (W) AMH 2091 (W)(I) EUH 1000 (W)(I) EUH 1001 (W)(I) GEA 2000(I) GEA 2030(I) GEA 2040(I) GEO 1000 (W)(I) GEO 2370 (W)(I) GEO 2420 (W)(I) INR 2002 (W)(I) LAH 1004 (I) LAH 1005 (I) POS 2112 (W) WOH 2040 (W)(I)	ANT 2140 (W) ANT 2211 (W)(I) DEP 2004 (W) SYG 2010 (W) SYG 2340 (W)	BOT 2010 BOT 2800 ENY 1001 ZOO 2010	AST 1003 AST 1004 CHM 1032 CHM 1040 CHM 1046 GLY 1010 GLY 1100 OCE 1001 PHY 1001 PHY 2049 PHY 2054 PSC 1121	MAC 1114 MAC 1140 MAC 1147 MAC 2233
Tier 2	Speech: SPC 1024 SPC 1608	Group 2 -- Modern Foreign Languages; ASL 1140 ASL 1150 FRE 1120 (I) FRE 1121 (I) FRE 2220 (I) GER 1120 (I) GER 1121 (I) GER 2220 (I) HBR 1121 (I)			Laboratories: BSC 1005L BSC 2010L BSC 2085L BOT 2010L ZOO 2010L	Laboratories: AST 1022L CHM 1020L CHM 1032L CHM 1045L ESC 1000L GLY 1010L GLY 1100L OCE 1001L PHY 1001L PHY 2048L PHY 2053L PSC 1121L	

Tier 2		HBR 2220 (I) ITA 1120 (I) ITA 1121 (I) SPN 1120 (I) SPN 1121 (I) SPN 2201 (I) SPN 2220 (I)  Group 3 -- Art History: ARH 2050 (W)(I) ARH 2051 (W)(I)  Group 5 -- Music History: MUH 2111 (W)(I)  Group 6 -- Philosophy: PHI 1100 (W) PHI 2600 (W)  Group 7 -- Religion: REL 2000 (W) REL 2300 (W)(I)  Group 8 -- Dance: DAN 2100			Wellness: HLP 1081 PEM 1116 PEM 1131 PEM 1141 PEM 1171	Any student who successfully completes a mathematics or natural science course for which one of the general Education Core Course options is an immediate prerequisite shall be considered to have completed the mathematics or natural science core requirement.
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Appendix B

Sample Student Schedule

Junior Year—Fall Term 1

Monday	Tuesday	Wednesday	Thursday	Friday
Humanities** Speech Lunch College Algebra English Composition 1	SLS Independent Study Lunch College Algebra English Composition 1	Humanities** Speech Lunch College Algebra English Composition 1	SLS Independent Study Lunch College Algebra English Composition 1	College Algebra English Composition 1

Junior Year - Winter Term 2

Monday	Tuesday	Wednesday	Thursday	Friday
Computer Literacy Science*	American History Independent Study	Computer Lit Science*	American History Independent Study	
Lunch English Comp 2	Lunch English Comp 2	Lunch English Comp 2	Lunch English Comp 2	English Comp 2
Trigonometry	Trigonometry	Trigonometry	Trigonometry	Trigonometry

Junior Year Summer Term 3 (\*transportation must be arranged by student after SBBC last day)

Monday	Tuesday	Wednesday	Thursday	Friday
Introduction to Literature Lunch Pre-calculus	Introduction to Literature Lunch Pre-calculus	Introduction to Literature Lunch Pre-calculus	Introduction to Literature Lunch Pre-calculus	


**Senior Year—Fall Term 1**

Monday	Tuesday	Wednesday	Thursday	Friday
Pathway Elective	Science	Pathway Elective	Science	
Independent Study	Independent Study	Independent Study	Independent Study	
Lunch Pathway Elective	Lunch Pathway Elective	Lunch Pathway Elective	Lunch Pathway Elective	
National Government	National Government	National Government	National Government	National Government

**Senior Year - Winter Term 2**

Monday	Tuesday	Wednesday	Thursday	Friday
Pathway Elective	Wellness	Pathway Elective	Wellness	Pathway Elective
Pathway Elective	Independent Study	Pathway Elective	Independent Study	
Lunch	Lunch	Lunch	Lunch	
Macro Economics	Macro Economics	Macro Economics	Macro Economics	Macro Economics

 *Courses taken with BC instructors*

 *Course taken with CA @ BC instructors*

Schedule of course is dependent on semester course offerings for times and dates.

## Appendix C

### Student Performance Contract

Senate Bill 1007.273 requires that each student participating in a collegiate high school program must enter into a student performance contract. Please review the guidelines and sign the form below.

Students attending the College Academy @ BC are working toward a 24-credit high school diploma and an Associate of Arts Degree.

Students must attend all classes punctually every class day. There are probably no factors more important to a student's progress in school than regular and punctual school attendance; A College Academy @ BC student is expected to: attend class as scheduled; arrive at school and class(es) on time; and demonstrate appropriate behavior and a readiness to learn. A student's absence will only be excused for reasons approved in the Broward County Public Schools Attendance Student Code of Conduct. Student absences must be reported to the College Academy by a parent/guardian within 48 hours of the absence to be excused. Students attending Broward College classes should consult the course syllabus for attendance procedures.

Students are required to maintain full time student status each semester, a minimum of four classes (excluding labs) or 12 credits, whichever is greater. Juniors must participate in Term 3, 2A. Seniors take courses during Term 1 & 2, unless a course is needed for the AA degree or HS diploma.

Students at the College Academy @ BC must maintain a minimum unweighted high school GPA of 3.0, and good attendance and exemplary disciplinary records. A Broward College dual enrollment GPA of 2.5 is required to remain at the College Academy @ BC. Students that do not earn a satisfactory grade in a class will be scheduled to retake the class.

In addition to obtaining their high school diploma and Associate in Arts Degree, College Academy students now have the option to complete a CAPE Industry Certification in Accounting, Networking, and Criminal Justice. Students who chose to pursue an industry certification are required to enroll in a BC course that aligns with competencies outlined in the CAPE industry certification. Certifications will be awarded only when students demonstrate competency or proficiency on a written exam given in a proctored environment by a third party agency.

DOE Code	BC Course Title	Certification/Credential Title	Issuing Organization/Provide
ACG 20001	Principles of Accounting 1	ACAFAT001/Accredited Business Accountant	Accreditation Council for Accountancy & Taxation
CET 2123C	Networking Technology	CISCO004/Cisco Certified Network Associate	Cisco Systems, Inc.
CJE 1300	Intro to Criminal Justice Administration & Management	FLDLE001/Auxiliary Law Enforcement Officer	FDLE, Criminal Justice Standards & Training Commission

Students attending the College Academy @ BC conduct are governed by the Broward County Public Schools Student Code of Conduct and Broward College Student Handbook. College Academy @ BC students are required to abide by the guidelines outlined in BC's Student Handbook, which contains the academic calendar, code of conduct, students' rights and responsibilities, grading and evaluation process, academic dishonesty, disciplinary procedures, as well as accommodations provided for students with disabilities. No exceptions to these guidelines will be made for dual enrollment students. The student handbook is published on line at: <http://www.broward.edu>

While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses, which some parents may find objectionable for minors. Courses will not be modified to accommodate variations in student age and/or maturity per the articulation agreement between Broward Schools and Broward College. The student schedule for 2015-2016 is attached.



*I have read the Student Performance Contract and agree to abide by the policies, procedures, conduct required and the consequence of returning to my school of residence should I fail to uphold the standards set forth in this documents.*

Student	Parent	Date
SBBC Representative		Date
BC Representative		Date

**Junior Year—Fall Term 1**

Monday	Tuesday	Wednesday	Thursday	Friday
Humanities**	SLS	Humanities**	SLS	
Speech	Independent Study	Speech	Independent Study	
Lunch	Lunch	Lunch	Lunch	
College Algebra	College Algebra	College Algebra	College Algebra	College Algebra
English Composition 1	English Composition 1	English Composition 1	English Composition 1	English Composition 1

**Junior Year - Winter Term 2**

Computer Literacy	American History	Computer Lit	American History	
Science*	Independent Study	Science*	Independent Study	
Lunch	Lunch	Lunch	Lunch	
English Comp 2	English Comp 2	English Comp 2	English Comp 2	English Comp 2
Trigonometry	Trigonometry	Trigonometry	Trigonometry	Trigonometry

**Junior Year Summer Term 3** (\*transportation must be arranged by student after SBBC last day)



Introduction to Literature	Introduction to Literature	Introduction to Literature	Introduction to Literature
Lunch	Lunch	Lunch	Lunch
Pre-calculus	Pre-calculus	Pre-calculus	Pre-calculus



*Courses taken with BC instructors*



*Course taken with CA @ BC instructors*

## **APPENDIX D**

### **Safeguarding the Confidentiality of Student Records and Information**

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement further agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

(3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

(4) Ensure that all employees, appointees or agents of each party to this Agreement who are granted access to shared student records will have successfully completed (1) the background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards and (2) the FERPA training webinars, as they may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website:

<http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice. Any provisions within this Agreement concerning the resolution of disputes shall not be applicable to a breach of the requirements of this Attachment "D."

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to The School Board of Broward County, Florida ("SBBC") or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SBBC.