

Agreement between
The School Board of Broward County, Florida
(herein 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, FL 33301
and
Florida Atlantic University Board of Trustees
(hereinafter referred to a "FAU")
whose principal place of business is
Board of Trustees
777 Glades Road
Boca Raton, FL 33431



THIS AGREEMENT is made and entered into as of the _____ day of _____ 2016.

WHEREAS, SBBC desires that certain Broward County Public School employees increase their level of skill and apply for the Professional Educator's Certificate for full certification in the State of Florida. FAU offers coursework to help prepare teachers through a rigorous program of study and practice necessary to retain employment. The professional learning and coursework includes: (1) EDF 3210 – Applied Learning Theory, (2) EDG 4343-Classroom Instructional and Assessment Strategies, (3) RED 4335-Content Reading: Middle and Secondary Schools, and (4) EDG 4419-Building Classroom Management and Discipline and Discipline; General Knowledge Test Preparation Review Course in Math & General Knowledge Test Preparation Review Course in Verbal.

WHEREAS, the SBBC intends to enter into an Agreement with CareerSource Broward whereby CareerSource Broward will provide a grant to SBBC for the purpose of training employees through a curriculum provided by FAU; and

WHEREAS, this Agreement is between Florida Atlantic University (FAU) Board of Trustees and The School Board of Broward County, Florida (SBBC); and is contingent upon SBBC receiving funding from CareerSource Broward.

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

I. Recitals

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

II. Term

Unless terminated earlier pursuant to Section **VIII.9.** of this Agreement, the term of this Agreement shall commence on August, 2016 and conclude on September 30, 2017, and is subject to approval by both FAU and SBBC.

III. FAU Program Summary:

The purpose of the following sponsored courses is to facilitate well-structured engagement in professional learning, specifically in courses that SBBC teachers need to complete their Florida Department of Education (FDOE) teaching certification.

IV. The FAU provided sponsored courses will:

- 1. Provide two sections of the three credit hours of education in EDF 3210 – Applied Learning Theory;**
- 2. Provide two sections of the three credit hours of education in EDG 4343-Classroom Instructional and Assessment Strategies;**
- 3. Provide two sections of the three credit hours of education in RED 4335-Content Reading: Middle and Secondary Schools;**
- 4. Provide two sections of the three credit hours of education in EDG 4419-Building Classroom Management and Discipline;**
- 5. Provide two sections of General Knowledge Test Preparation: Math Review Course. The course includes 15 hours of instruction to prepare students for the Florida Teacher Certification Exam GK Math test.**
- 6. Provide two sections of General Knowledge Test Preparation: Verbal Review Course. The course includes 15 hours of instruction to prepare students for the English, Reading, and Essay sections of the FTCE General Knowledge (GK) Test.**
- 7. Provide instruction to public school teachers representing the schools in Broward County Public Schools;**
- 8. Be staffed by FAU faculty/instructors as approved by FAU, College of Education; and**
- 9. Complete all required assessments described in the syllabi to determine performance evaluations in the courses.**

V. The FAU course sessions will be administered as a Sponsored Program through FAU College of Education. This will include:

- 1. Registration of students online by FAU to process with registrar**
 - a. Will take place on the start date determined by agreement with the SBBC and FAU College of Education;
 - b. Be handled by FAU through online registration;
 - c. Will include FAU academic credit for the contact hours per course;
 - d. For students that have submitted a signed FERPA release, will notify the SBBC immediately if any participant fails to complete a course;
 - e. Participants must have a bachelor's degree, be a teacher in a school in Broward County Public Schools, and meet the general admission requirements of FAU for non-degree student;
 - f. The SBBC will select participants based upon certification recommendation and teacher interest in participating in these fast track sections, the sponsor of the courses. FAU is not responsible for the selection of the participants;
 - g. If participants drop the course after the first class, no refunds will be given concerning any fees, application or tuition based; and
 - h. All general admission requirements must be supplied at least 60 days before the start of the semester in which classes will be attended.
- 2. Class Scheduling**
 - a. Site arrangements will be made by FAU and take place on the Davie Campus of FAU
 - b. Time will be agreed upon mutually by FAU, SBBC and the Instructor of record

VI. FAU Course Outline and Textbooks:

- 1. Applied Learning Theory (EDF 3210) 3 credits**

This course addresses factors influencing the general and special learner and the learning process and implications of learning theories for curriculum, instruction and classroom management. Recent research as reflected in the knowledge base and applied to the classroom.

2. Classroom Instructional and Assessment Strategies (EDG 4343) 3 credits

A professional preparation course using research-based strategies that focuses on the organization and development of instruction, effective assessment strategies with emphasis on data-driven decision-making, and instructional strategies that include the needs of diverse learners. Course emphasizes the education competencies of the Florida Educator Accomplished Practices.

3. Content Reading: Middle and Secondary Schools (RED 4335) 3 credits

This course is designed to facilitate the acquisition and integration of reading, writing, and study skills into middle and secondary school content areas.

4. Building Classroom Management and Discipline (EDG 4419) 3 credits

Course provides an overview of strategies and techniques for organizing and managing classroom settings. Strategies and techniques include arrangements for managing students, materials, time, and space. The course is appropriate for both elementary- and secondary-level teachers. Participants will engage in ongoing discussions of the relevance of the curriculum, key issues and topics in curriculum and instructional practice, share resources, and submit assignments through the Blackboard course site.

5. General Knowledge Test Preparation: Math Review Course.

The General Knowledge Math Review Course has been developed to prepare students for the Florida Teacher Certification Exam GK Math test. The course includes a review of basic arithmetic, algebra, geometry and measurement, probability and statistics, word problems, and finally, test taking strategies, such as pacing and process of elimination, are provided to the students of this course. The course includes 15 hours of instruction.

6. General Knowledge Test Preparation: Verbal Review Course.

The General Knowledge Verbal Review Course has been developed to prepare students for the English, Reading, and Essay sections of the FTCE General Knowledge (GK) Test. The course includes a review of grammar, reading comprehension, and composition skills, and provides test taking strategies, such as pacing and process of elimination. The course includes 15 hours of instruction.

7. Textbooks:

Books and materials are the sole responsibility of the student.

VII. Tuition Policies:

Based on a maximum of twenty-six (26) students per course and contingent upon SBBC receiving funding from CareerSource Broward the SBBC agrees:

1. To pay the College of Education, Florida Atlantic University a total of \$603.87 per student enrolled in each course and all of student related fees. These fees include an owl card fee (\$10/student- one time), and parking fees (\$76.90 per student/spring/fall and \$32.04 per student/summer). If the course is offered in an online format and additional fee of \$100/per student will be added to the course fee. FAU will invoice The School Board of Broward County, Florida at the end of each term. Students are responsible for the \$30 non-degree application fee; and
2. Payment will be due within two weeks of receiving the invoice.

VIII. General Conditions:

1. FAU College of Education agrees to assume responsibility for academic integrity of the course and provide academic credit. In addition, both parties agree there will be no discrimination on the basis of race, color, national origin, sex, religion, age, marital status, veteran status, sexual orientation or disability.
2. **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 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, FL 33301

With a Copy to: Daniel Gohl
Chief Academic Officer
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

To FAU: Dr. Don Torok, Associate Dean
Florida Atlantic University, College of Education, Dean's Office
777 Glade Road
Boca Raton, FL 33431
(954) 236-1261
torok@fau.edu

3. **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.
4. **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.
5. **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, contribution to employment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

6. **Equal Opportunity.** Both parties agree there will be no discrimination on the basis of race, color, national origin, sex, religion, age, marital status, veteran status, sexual orientation or disability.
7. **Inspection of FAU's Records by SBBC.** FAU 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 FAU's applicable FAU 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, 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 the applicable business records of FAU directly relating to sales of the Digital Content to SBBC in order to verify the accuracy of invoices provided to SBBC. FAU 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.
8. **Grant Appropriation.** The performance and obligations of SBBC under this agreement shall be contingent upon a grant received by CareerSource Broward and a budgetary appropriation by its governing body. If SBBC does not receive those funds from CareerSource Broward and allocate those funds for the payment of services or products to be provided under this Agreement, this agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.
9. **Termination.** This Agreement may be canceled with 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.
10. **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 of overpayment was made by SBBC.
11. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, as applicable, a party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to service rendered under this Agreement, (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public

records. Each party shall be responsible for compliance with any public document 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.

12. **Compliance with Laws.** Each party shall comply with all applicable federal, state and laws, codes, rules and regulation in performing its duties, responsibilities and obligations pursuant to this Agreement.
13. **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.
14. **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.
15. **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 agreement, whether oral or written.
16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
17. **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.
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 of intents of such articles or sections of this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
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 forces and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
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.
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.

- 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.
- 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, war, 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.
- 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.
- 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.
- 26. **Indemnification.** To the extent permitted by Section 768.28, Florida Statutes, 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 an applicable statute of limitations.
- 27. **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

The School Board of Broward County, Florida

By: _____
Dr. Rosalind Osgood, Chair

ATTEST:

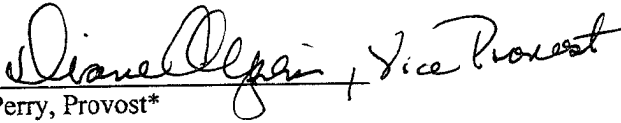
By: _____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

By: _____
Office of the General Counsel

FOR FAU

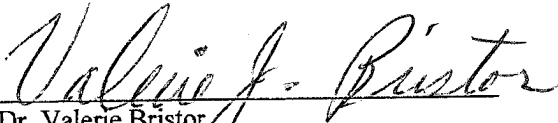
Florida Atlantic University Board of Trustees



Dr. Gary Perry, Provost*
Florida Atlantic University

APPROVED BY FORM
AND LEGAL COUNSEL
General Counsel
Florida Atlantic University
8/23/16

ATTEST:



Dr. Valerie Bristor
Dean, College of Education
Florida Atlantic University

*Delegated signature authority of Florida Atlantic University Board of Trustees pursuant to
FAU Regulation 6.002 and University Policy 11.1