



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
FF-1.

MEETING DATE: 2017-08-22 10:05 - Regular School Board Meeting

AGENDA ITEM: ITEMS

CATEGORY: FF. OFFICE OF ACADEMICS

DEPARTMENT: Innovative Learning

Special Order Request
 Yes No

Time

Open Agenda
 Yes No

TITLE:
First Amendment to Agreement - Purchase of Textbooks for Dual Enrollment with Broward College

REQUESTED ACTION:
Approve the First Amendment to Agreement between The School Board of Broward County, Florida (SBBC) and Broward College regarding the purchase of textbooks for Dual Enrollment with Broward College.

SUMMARY EXPLANATION AND BACKGROUND:

This request is to approve the First Amendment to the Agreement between (SBBC) and the District Board of Trustees of Broward College, Florida, for the purchase of textbooks required for the Dual Enrollment Articulation program between both entities. In the past, the SBBC has purchased Dual Enrollment instructional materials from Broward College's appointed textbook agent.

See Supporting Docs for continuation of Summary Explanation and Background.

This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

This agreement will be signed by BC after School Board Approval.

SCHOOL BOARD GOALS:

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

FINANCIAL IMPACT:
There is no financial impact to the District.

EXHIBITS: (List)
(1) Summary Explanation and Background (2) Executive Summary (3) First Amendment to Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Daniel F. Gohl, Chief Academic Officer	Phone: 754-321-2618
Name: Dr. Daryl Diamond, Director, Innovative Lea	Phone: 754-321-2640

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Signature

Daniel F. Gohl

8/18/2017, 2:15:45 PM

Approved In Open Board Meeting On: **AUG 22 2017**

By: *Abby M. Friedman*

School Board Chair

SUMMARY EXPLANATION AND BACKGROUND

FF-1.

8/22/17 RSBM

Due to changes in the articulation agreement between the SBBC and BC that is no longer possible absent a separate agreement with the third-party vendor. To facilitate access to these instructional materials for students, Broward College has agreed to sell these materials directly to the SBBC while maintaining the new procedures for students to acquire, use, and return books to SBBC's specifications.

EXECUTIVE SUMMARY

Below is an Executive Summary of the First Amendment to Agreement between The School Board of Broward County, Florida and Broward College – Purchase of Textbooks for Dual Enrollment with Broward College.

Agenda Item	Recommendation to Approve the First Amendment to Agreement – Purchase of Textbooks for Dual Enrollment with Broward College
Requested Action	Approve the First Amendment to Agreement between The School Board of Broward County, Florida (SBBC) and Broward College (BC) regarding the purchase of textbooks for Dual Enrollment.
Funding Source	Innovative Learning Budget Spending authority requested amount not to exceed \$1,322,000
Service Locations	All high school students who meet the necessary requirements may enroll in Dual Enrollment opportunities through BC.
Managing Department/School	Innovative Learning
Source of Additional Information	Daniel F. Gohl, Chief Academic Officer, 754-321-2618 Dr. Daryl Diamond, Director, Innovative Learning, 754-321-2630
Project Description	The School Board of Broward County, Florida and Broward College have had an ongoing agreement to supply students with access to Dual Enrollment courses and the necessary instructional materials that go along with those courses. In the past SBBC purchased instructional materials from Broward College’s appointed textbook agent. Due to changes in the articulation agreement between SBBC and BC this option is no longer possible. This First Amendment to Agreement between SBBC and BC enables BC to sell the instructional materials directly to SBBC while allowing SBBC to maintain its specifications regarding the new procedures for how students acquire, use, and return books.
Impact Statement	This agreement is a viable mechanism that enables SBBC students to access their instructional materials directly from BC rather than going through a separate agreement with a third-party vendor

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 22 day of August, 2017, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
(hereinafter referred to as "BC"),
having its principal place of business at
225 East Las Olas Blvd, Fort Lauderdale, Florida 33301

WHEREAS, SBBC and BC entered into an Agreement dated June 27, 2017 (hereafter referred as "Agreement"); and

WHEREAS, SBBC and BC are required by Section 1007.271, Florida Statutes to enter into a Dual Enrollment Articulation Agreement (hereafter referred to as Agreement), which outlines how both institutions will partner to provide accelerated programs to eligible home education and public students,

WHEREAS, dual enrollment, an articulated acceleration mechanism between SBBC and BC, shall serve to shorten the time necessary for college-ready students to complete the requirements associated with the conferment of a degree or certificate, broaden the scope of curricular options available to students, and increase the depth of study in a student's major area of interest by offering college credit courses to eligible high school students, and

WHEREAS, pursuant to School Board Policy 3320, Section II, H, and the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of copyrighted materials purchased directly from a recognized educational institution, BC;

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

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:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

The following provisions shall be added to the Agreement, by interlineation, as follows:

2.03 **BC Responsibilities**.

- g) Provide Instructional Materials to dual enrollment SBBC high school students.

The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:

2.20 (c) **Instructional Materials**. SBBC will purchase instructional materials (including but not limited to textbooks, access codes, lab coats, goggles, eyewear, micro slides, dissecting kits, clickers and art kits) from BC for fall, spring, and summer terms for the instruction of students enrolled in dual enrollment courses taught on a BC campus, with BC online, or at a high school campus per Section 1011.62, Florida Statutes.

SBBC will issue a purchase order for instructional materials for dual enrollment students to BC. BC will invoice SBBC for fall, spring and summer to include all of the instructional materials that the SBBC district students received. SBBC will pay BC 30 days from the receipt of invoice.

BC textbook selections for each course are overseen by a discipline specific Associate Dean at BC who provides these course selections to BC's designated textbook agent. SBBC will advise students how they can determine these textbooks required according to their course selections, the length of time students can use the textbooks, and how students will obtain and return the books. SBBC will communicate this process to dual enrollment students and high school staff.

1.03 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to 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 First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By *Abby M. Freedman*
Abby M. Freedman, Chair

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

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@gbrowardschools.com
Reason: The District Board Of Trustees of Broward
College, Florida - First Amendment - Dual
Enrollment
Date: 2017.08.18 13:20:45 -04'00'


Office of the General Counsel

FOR BC

(Corporate Seal)

THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA

ATTEST:

By 
FABE0C282227 Signature

, Secretary

Printed Name: Avis Proctor

-01-

Title: VPAA/North Campus President

DocuSigned by:
Elizabeth Beavin

Witness: 7A8F3A4AD...

DocuSigned by:
Glenda Thomas

Witness: 80E6F347D...

DocuSigned by:

04210120D8824C8...

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7 day of
October, 2017 by Avis Proctor of

Name of Person
The District Board of Trustees of Broward College, Florida
on behalf of the corporation/agency. He/She is personally known to me or produced
N/a as identification and did/did not first take an oath.
Type of Identification

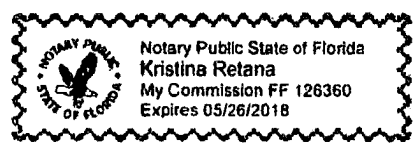
My Commission Expires:


Signature - Notary Public

Kristina Retana

(SEAL)

Printed Name of Notary



5/26/18
Notary's Commission No.