



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

FF-3.

MEETING DATE

2017-09-06 10:05 - School Board Operational Meeting

AGENDA ITEM

ITEMS

CATEGORY

FF. OFFICE OF ACADEMICS

DEPARTMENT

Teacher Professional Learning & Growth

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ No

TITLE:

Agreement with Florida Atlantic University for Teacher Certification Courses

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Florida Atlantic University (FAU). The Agreement period shall commence after School Board approval and shall expire on June 30, 2018.

SUMMARY EXPLANATION AND BACKGROUND:

The Broward Educator Certification (BEC) program at FAU offers teachers hired on a temporary teaching certificate a program of study and practice to help satisfy the education semester hours the State of Florida is requiring for full certification. Teachers completing the coursework are then eligible to apply for a Professional Educator's Certificate necessary to retain employment. The professional learning and coursework includes: (1) Classroom Management, (2) Child and Adolescent Development, (3) Education Assessment, (4) Effective Instructional Strategies, (5) Foundations of Research-based Practices in Reading, and (6) Instructional Strategies for Teaching Students of Limited English Proficiency/LEP.

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:

Based on a maximum of 50 students, SBBC will pay FAU tuition costs for a total of \$603.87 per student enrolled in each course. The financial impact to the District is estimated at \$110,000. The funding source is Title II, Part A.

EXHIBITS: (List)

(1) Executive Summary FF 3 BEC FAU (2) Agreement between SBBC and FAU Tchr Cert Courses

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Fabian Cone

Phone: 754-321-5005

Name: Deborah Porter

Phone: 954-236-1326

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

Daniel Gohl - Chief Academics Officer

Signature

Daniel F. Gohl

8/21/2017, 12:33:05 PM

Electronic Signature

Form #4189 Revised 08/04/2017

RWR/ FC/DP:dd

Approved In Open
Board Meeting On:

SEP 06 2017

By:

Abby M. Freedman
School Board Chair

Agreement with Florida Atlantic University for Teacher Certification Courses

Agenda Item FF-3

Meeting Date: September 6, 2017

Executive Summary

Overview:

Agenda Item FF-3 is an Agreement between The School Board of Broward County, Florida (SBBC) and Florida Atlantic University to provide education courses for up to 50 teachers that have been hired on a temporary teaching certificate. These teachers have temporary certificates that expire in June 2018 and without successfully completing the required courses and passing all of the Florida Teacher Certification Examinations, they will be released from employment. The District has teacher quality and teacher retention as a high priority. The funding is Title II, Part A and not to exceed \$110,000.

Background:

Teacher Professional Learning and Growth (TPLG) manages two alternative certification programs, the Alternative Certification for Educators (ACE) and the Broward Educator Certification (BEC) programs. These programs are similar in that they support teachers on a temporary teaching certificate in gaining the education semester hours required by the Florida Department of Education. However, the programs are dissimilar in the manner in which these teachers satisfy these requirements. Table 1 provides additional information for the two programs.

Table 1. Alternative Certification Program Comparison

ACE	BEC
Content: FDOE approved competency-based tasks and assignments	Content: College education courses
Delivery: Online	Delivery: Online and Saturday classes at FAU and Broward College
Assessment: Rubric showing mastery of one or more of the Florida Educator Accomplished Practices (FEAPs) by a trained assessor (BCPS teacher)	Assessment: Course instructor and syllabus; mastery of FEAPs
Cost to participants: District funds have been allocated and the Fall 2017 Cohort. Cost is \$0 for teachers	Cost to participants: College fees and course materials
Completion: Mastery of all 21 tasks, passing scores on all Florida Teacher Certification Exams, NTA, Reading Comp 2, Child Abuse Training	Completion: Education semester hours on Statement of Status of Eligibility, passing scores on all Florida Teacher Certification Exams

BEC is offered at two partner institutions of higher education: Florida Atlantic University and Broward College. SBBC entered into an Agreement with CareerSource Broward on April 5, 2016 and with FAU on April 19, 2016 to pay for the tuition for 25 teachers in Cohort 1. A second Agreement with CareerSource Broward and FAU was approved on August 2, 2016 for a second cohort of 50 teachers. A third Agreement with CareerSource Broward and FAU was scheduled to provide tuition for 50 teachers beginning in Fall 2017; however, the Executive Board at CareerSource Broward determined that another "training

provider,” in this case Broward College, provided similar courses at a lower cost and would not approve the agreement for FAU.

In an effort to support the 50 teachers who would benefit from the BEC program, TPLG will provide tuition reimbursement to FAU through Title II, Part A. These teachers will then continue to have the opportunity to complete a program of study required by the FDOE and be eligible to apply for full certification and retain employment.

A fourth cohort is being planned with CareerSource and Broward College for 65 teachers with temporary teaching certificates expiring in June 2019. Table 2 provides an overview of the two BEC offerings.

Table 2. BEC Programs at FAU and BC

BEC at FAU	BEC at BC
Content: Online; 16 weeks	Content: Online, fast-track 5-6 weeks
Eligibility: Full time teacher of record; temporary certificate expiring June 2018	Eligibility: Full time teacher of record; temporary certificate expiring June 2019
Tuition: \$605	Tuition: \$408
Cost to Participant: Fees and course materials	Cost to Participant: Fees and courses materials

Financial Impact and Rationale: To assist the teachers in the third cohort at FAU affected by the lack of funding through CareerSource, a decision was made to provide the financial assistance needed through Title II, Part A in order for these 50 teachers to retain employment. The financial impact to the District is \$110,000.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 6th day of Sept. 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

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES
(hereinafter referred to as "FAU"),
whose principal place of business is
Board of Trustees
777 Glades Road, Boca Raton, Florida 33431

WHEREAS, Florida Atlantic University (FAU) and The School Board of Broward County, FL (SBBC) shall collaborate to continue to provide the Broward Educator Certification (BEC) program to support the retention of teachers.

WHEREAS, SBBC desires that certain Broward County Public School employees on a temporary teaching certificate 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;(5) EDF 3430 Educational Measurement and Evaluation.

WHEREAS, the SBBC intends to enter into an Agreement with Florida Atlantic University (FAU) Board of Trustees for the purpose of training employees through a curriculum provided by FAU.

WHEREAS, to enroll in the FAU courses, teachers seeking full certification send their personally identifiable information directly to FAU. SBBC will disclose SBBC teachers' names and work email addresses to FAU for registration purposes; and

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:

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 VIII.9. of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on September 30, 2018.

2.02 **FAU Responsibilities:** FAU will provide the following sponsored courses 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.

(a) 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 one section 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 the three credit hours of education in EDF 3430 – Educational Measurement and Evaluation;
6. Provide instruction to public school teachers representing the schools in Broward County Public Schools;
7. Be staffed by FAU faculty/instructors as approved by FAU, College of Education; and
8. Complete all required assessments described in the syllabi to determine performance evaluations in the courses.

(b) 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 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 20 days before the start of the semester in which classes will be attended.

(c) Class Scheduling

- 1. Site arrangements will be made by FAU and take place on the Davie Campus of FAU or online.
- 2. Time will be agreed upon mutually by FAU, SBBC and the Instructor of record.

(d) 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 focus 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 4334) 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. **Educational Measurement and Evaluation (EDF 3430) 3 credits**

A basic course to train students/teachers to integrate classroom assessment into instructional planning to improve student learning. Along with basic terminology, students develop particular skills in writing instructional objectives, developing test items of various types, constructing rating scales and understanding the interpretation of standardized tests.

6. **Textbooks:**

Books and materials are the sole responsibility of the student.

2.03 **SBBC Responsibilities:** Based on a minimum of ten students and a maximum of twenty-five (25) students per course SBBC Department of Teacher Professional Learning and Growth will coordinate the selection of up to fifty (50) teachers to participate in the BEC program.

2.04 **Cost:**

- (a) SBBC to pay Florida Atlantic University a total of \$603.87 per student enrolled in each course. Students are responsible for all other fees (Non-degree registration application fee, transportation access fee, owl card fee, and eLearning fee, if course is delivered online).
- (b) SBBC shall pay FAU within two weeks of receiving the invoice.

2.05 **Program Administration:** 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.

2.06 **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 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 FAU or any of FAU's payees pursuant to this Agreement. FAU'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.

FAU'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 without regard to funding sources.

(a) FAU's Records Defined. For the purposes of this Agreement, the term "FAU's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other 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 FAU'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 FAU pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide FAU 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 FAU's 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 FAU 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 FAU's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If the audit discloses billings or charges to which FAU is not contractually entitled, FAU 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) Inspector General Audits. 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.

2.07 Required Insurance: Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and

\$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by legislature.

2.08 **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: Daniel F. Gohl
Chief Academic Officer
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To FAU Dr. Don Torok, Associate Dean
Florida Atlantic University
College of Education, Dean's Office
777 Glades Road
Boca Raton, Florida 33431

With a Copy to: Dr. Valerie Bristor
Dean, College of Education
Florida Atlantic University
777 Glades Road
Boca Raton, Florida 33431

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 or sexual orientation 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 ninety (90) days written notice to the other parties of its desire to terminate this Agreement. Neither party shall have 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 SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate 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.

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.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. FAU shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, FAU shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. FAU shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if FAU does not transfer the public records to SBBC. Upon completion of the Agreement, FAU shall transfer, at no cost, to SBBC all public records in possession of FAU or keep and maintain public records required by SBBC to perform the services required under the Agreement. If FAU transfers all public records to SBBC upon completion of the Agreement, FAU shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FAU keeps and maintains public records upon completion of the Agreement, FAU shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

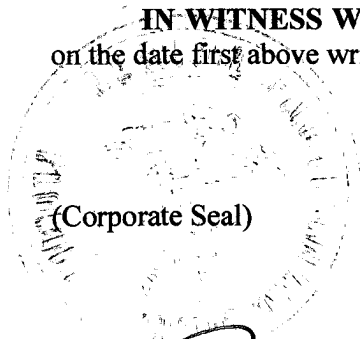
IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, the parties under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, 1002.225 Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records (the "Privacy Laws"), as applicable. Each such party agrees, for itself, its officers, employees, agents,

defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 of the 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.


3.27 **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.



(Corporate Seal)

ATTEST:


Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Abby M. Freedman, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq.
- kathelyn.jacques-adams@gbrowardschools.com
Reason: Florida Atlantic University Board of
Trustees
Date: 2017.08.21 11:50:59 -04'00'

Office of the General Counsel

FOR FAU

Florida Atlantic University
Board of Trustees

By Russell Perry for Gary
Dr. Gary Perry, Provost* *perry*

ATTEST:

Valerie J. Brister
Dr. Valerie Brister, Dean
College of Education

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