



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
FF-1.

MEETING DATE	2017-12-05 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	FF. OFFICE OF ACADEMICS
DEPARTMENT	Teacher Professional Learning & Growth

<b>Special Order Request</b>
<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Time</b>
<b>Open Agenda</b>
<input checked="" type="radio"/> Yes <input type="radio"/> No

**TITLE:**  
Incumbent Worker Training (IWT) Contract between The School Board of Broward County, Florida (SBBC) and CareerSource Broward and the accompanying Agreement between SBBC and The District Board of Trustees of Broward College, Florida (BC)

**REQUESTED ACTION:**  
Approve a cost reimbursement Contract between SBBC and CareerSource Broward and the accompanying Agreement between SBBC and BC. The Contract period shall commence after School Board approval and shall expire September 30, 2018. The Agreement period shall commence after School Board approval and shall expire on September 30, 2018.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The Office of Academics, in partnership with BC and CareerSource Broward, were awarded an Incumbent Worker Training Grant to assist teachers who must complete required training or coursework to retain their employment. The IWT grant will fund tuition at Broward College for teachers on a temporary teaching certificate enrolled in the Broward Educator Certification (BEC) program.  
This Contract and accompany Agreement have been reviewed and approved as to form and 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:**  
The positive financial impact of the CareerSource Broward contract is \$142,094.

**EXHIBITS: (List)**  
(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Contract CareerSource and SBBC (4) Agreement SBBC and BC

**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*  
11/16/2017, 12:32:24 PM

Electronic Signature  
Form #4189 Revised 08/04/2017  
RWR/ DG/FC/DP:dd

Approved In Open Board Meeting On: **DEC 05 2017**  
By: *Nora Rupert*  
School Board Chair

Continuation of Summary Explanation and Background  
School Board Operation Meeting Date: December 5, 2017  
Agenda Item: FF-1.

BEC is designed to provide professional learning activities, college coursework and individualized support for educational content and subject area knowledge leading to a Florida Department of Education 5-year Professional Educator's Certificate. The program will support up to 64 full time teachers currently employed in the District or Charter schools.

## Agreement with Broward College for Teacher Certification Courses

Agenda Item FF-1

Meeting Date: December 5, 2017

### Executive Summary

**Overview:**

Agenda Item FF-1 is a Contract between The School Board of Broward County, Florida (SBBC) and CareerSource Broward and an accompanying Agreement between SBBC and The District Board of Trustees of Broward College, Florida (BC) to provide education courses for up to 64 teachers that have been hired on a temporary teaching certificate. These teachers have temporary certificates that expire in June 2019 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 to cover the cost of the courses is a CareerSource Broward Incumbent Worker Training (IWT) grant.

**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 for 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: Broward College and Florida Atlantic University. Table 2 provides an overview of the two BEC programs. BEC at Broward College will begin in January 2018 and continue through August. The CareerSource Broward IWT grant will fund the cost of the tuition courses for full time District and Charter school teachers.

*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
Teachers Serviced: 50	Teachers Serviced: 64
Cost to Participant: Fees and course materials	Cost to Participant: Fees and courses materials
Funding Source for Tuition: Title II, Part A	Funding Source for Tuition: CareerSource Broward IWT grant

**Financial Impact:** The positive financial impact to SBBC is \$142,094. There is no financial impact to the district.

**INCUMBENT WORKER TRAINING  
COST REIMBURSEMENT CONTRACT (VENDOR) NO. 2017-2018-IWT-2338**

<b>Parties</b>	
CareerSource Broward	The School Board of Broward County, Florida (hereinafter "Employer")
The Administrative Entity for the CareerSource Broward Council of Elected Officials Pursuant to an Inter-local Contract entered into in accordance with Florida Statutes §163.01	Tax ID #: 59-6000530
	Business Type: The Employer is a body corporate and political subdivision of the State of Florida
<b>Notice Information</b>	
Must be certified mail return receipt requested	
6301 NW 5 <sup>th</sup> Way Fort Lauderdale, Florida 33309 (954) 202-3830	The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301 (954) 236-1326
<b>Term of the Contract</b>	
From:  Enter Last Date Signed by the Parties	To:  September 30, 2018
<b>Signature Block</b>	
CareerSource Broward	Employer
<p style="text-align: center;"><i>Mason C. Jackson</i> Mason C. Jackson, President/CEO</p> <p>DATE: <u>11/16/17</u></p> <p><i>[Signature]</i> Witness</p> <p><i>[Signature]</i> Witness</p>	<p style="text-align: center;">(Must be an Owner or Officer) THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA</p> <p style="text-align: center;"><i>[Signature]</i> Chair</p> <p>DATE: <u>12/15/17</u></p> <p><i>[Signature]</i> Robert W. Runcie, Superintendent of Schools</p> <p>Approved as to Form and Legal Content</p> <p><i>[Signature]</i> Kathelyn Jacques-Adams</p> <p><small>Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@browardschools.com Reason: CareerSource Broward - Incumbent Worker Training - 2017-2018-IWT-2338 Date: 2017.11.14 11:18:47 -05'00'</small></p> <p>Office of the General Counsel</p>
<b>Purpose</b>	
The purpose of this Contract is to provide training to employees who have worked for the employer for a minimum of six (6) months prior to the training start date in order to increase the competitiveness of the employer and the employee trainees as described on the attached training plan.	

**General Requirements Provisions**  
**Sections headings are for the purpose of reference only**

<b>Prohibition Against Assignment</b>	Employer may not assign this contract or subcontract their responsibilities without CSBD's written approval.
<b>Independent Contractor</b>	Employer is an independent contractor. This Contract does not create an agency or employment relationship between employer and CSBD.
<b>Nepotism</b>	Employee trainees may not be a member of Employer's immediate family or Employer's management or supervisory employee's family
<b>Prohibition Against Improper Payments</b>	Employer warrants that they have not employed any person to solicit or secure this Contract for a commission, percentage, brokerage, or contingent fee.
<b>Modification</b>	This Contract may be modified if both parties sign a written amendment. CSBD may unilaterally amend this Contract if there are changes in federal, state or local laws, rules, regulations, or policies.
<b>Contract Construction</b>	This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
<b>Venue</b>	Venue for litigation regarding this Contract shall be in Broward County, FL.
<b>Exhibits</b>	The following Exhibits are incorporated into and considered a part of this Contract. Any conflict between these documents and the Contract will be construed in favor of this Contract.
	Exhibit A Budget
	Exhibit B Employer's Share Worksheet
	Exhibit C Training Courses and Match
	Exhibit D Assurances and Certifications
	Exhibit E Debarment
	Exhibit F Drug Free Workplace
	Exhibit G Lobbying Form
	Exhibit H Lobbying Certification
	Exhibit I Tobacco Smoke
<b>Contract and Exhibits constitute the Entire Agreement</b>	This Contract represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, and Contracts.
<b>Termination</b>	Either party may terminate this Contract, for convenience, upon thirty (30) days written notice to the other.
	CSBD may terminate this Contract if the state or federal government terminates or reduces the grants which make this contract possible.
	CSBD may terminate this Contract if Employer has breached this contract by violating the terms and conditions of this Contract.
	In the case of early termination of the contract other than for cause, costs will only be reimbursed up to the date of cancellation.
<b>Access to Records and Record Retention</b>	Employer agrees to provide SBBC employee records as listed in Identification of Employee trainees related to the program CSBD.
	Employer agrees to keep all records related to the contract program for 5 years.
	In the case of a claim, litigation, audit, or monitoring finding Employer agrees to keep program records until the matter is resolved even if the period extends beyond 5 years.
	Incomplete or incorrect entries in the books, and records, related to the program may be a basis for disallowance and recovery of any payment made to Employer.

## General Requirements Provisions

Sections headings are for the purpose of reference only

<p><b>Employee Records</b></p>	<p><b>Safeguarding confidential employee records.</b> Notwithstanding any provision to the contrary within this Agreement, CSBD shall 1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records, 2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law, 3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement, 4) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information, 5) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone and email at 754-321-0300 (I &amp; T Security), and 754-321-1900 (Privacy Officer), <a href="mailto:privacy@browardschools.com">privacy@browardschools.com</a>; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes, 6) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and 7) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.</p>
<p><b>Public Records</b></p>	<p>Any party contracting with SBBC 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 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 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.</p>
<p><b>Liability / Indemnification</b></p>	<p>Employer agrees to indemnify, and hold harmless, CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys fees, court costs, and expenses, and at CSBD's option, defend or pay for an Attorney selected by CSBD, for or on account of suits or damages of any kind caused by a negligent act or omission of Employer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract.</p>

## General Requirements Provisions

Sections headings are for the purpose of reference only

<b>Insurance</b>	Employer agrees to maintain the insurance coverage listed below:	
	Workers Compensation Coverage	In compliance with Chapter 440, Florida Statutes.
	Comprehensive General Liability Coverage	With a minimum limit of one million dollars (\$1,000,000.00) per occurrence and combined single limit for bodily injury liability and property damage liability.
		Including premises and/or operations
		Including independent contractors
		Including products and/or completed operations for contracts
		Including broad form contractual coverage applicable to this contract including a hold harmless and/or indemnification
		Personal Injury Coverage with no Employee and Contractual Exclusions and minimum coverage limits equal to those required for Bodily Injury Liability and Property Damage Liability.
	Business Automobile Liability, or Non Owner Vehicle Insurance	If individuals are being transported or are using their car to participate in the program other than driving to and from work
		Minimum limits of \$500,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
Adding CSBD as a 3 <sup>rd</sup> Party Insured	Employer agrees to have a certificate issued naming CSBD and their governing boards as additional insureds under their General Liability and Auto Insurance Policies	
	Employer shall furnish certified copies of the Certificates of Insurance or endorsements to CSBD upon contract execution.	
	All policies must be endorsed to provide CSBD with at least thirty (30) days' notice of cancellation and/or restriction.	

## TRAINING

<b>Identification of Employee Trainees</b>	Employer shall identify the employees to be trained under this Contract			
	Employer shall provide the following information with respect to each employee/trainee prior to training:			
		Employee Name		
		Social Security Number		
		Date of Birth		
		Evidence of citizenship, legal residency, Driver's License, or I-9		
		Employee contact information and cell number		
	CSBD will determine selective service registration for male employees. Employees who did not register timely for selective service may not be provided training under this Contract.			
	Employer shall provide or assure employee/trainees provide CSBD with the information listed below as it applies to each employee/trainee. CSBD agrees to keep the information confidential:			
		Gender	Race	Ethnicity
	Education Level	Veteran Status	Public Assistance	
<b>Number of Employee Trainees</b>	The number of employee/trainees shall be: 64			
<b>Employee/Trainee Wage</b>	Current Wage by Job Title:		Wage After Training By Job Title:	
	\$27.00 per hour		\$27.00 per hour	
<b>Required Training Documents</b>	Employer must maintain the following training documents			
		Employee identification information		
		Written time and attendance records to document the days and hours each employee-trainee spends in training		
		Sign-in sheets for each course and each day during which training is provided. Sign in sheets must contain original signatures of the employee - trainees		
		Certificates or credentials		
<b>Training Courses</b>	Occupation/Job Title: Teacher			
	1.	EDF 3280 Instructional Strategies		
	2.	EDG 4410 Classroom Management		
	3.	RED 3342 Foundation of Research-based Practices in Reading Education		
	4.	EDP 4004 Principles of Educational Psychology (Human Development)		
	5.	EDF 4430 Educational Tests and Measurements		
	6.	EEX 3011 Introduction to Exceptional Student Education		
	7.	TSL 3080 ESOL Issues and Strategies		
<b>Training Provider</b>	<input type="checkbox"/>	Internal staff Name and Title:		
	<input checked="" type="checkbox"/>	Educational institution Name: Broward College		
	<input type="checkbox"/>	Certified Instructor(s) Name and Certifying Entity:		



## Training

<b>The Curriculum</b>	Curriculum to be provided by:		Employer <input type="checkbox"/>	Other <input checked="" type="checkbox"/>
	Specify : Broward College			
<b>Employee will receive a Certificate or Credential</b>	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>Completion of Training</b>	Employee will be considered to have completed training when they:			
	A.	Complete the training course(s) days/hours, and		
	B.	Receive the training certificate or industry certification if applicable.		
<b>CSBD Grievance Procedures</b>	Employer agrees to adhere to CSBD's grievance procedures if a complaint arises in connection with the training.			

## Contract Compensation

<b>I</b>	<b>Compensation</b>	1.	CSBD will reimburse Employer up to \$142,094.00 in accordance with the attached budget.		
		2.	Employer is responsible for their share of the training costs as indicated in section IV below.		
			A.	Employer's share will be comprised of one or more of the cost elements indicated in Section V below.	
			B.	If any of the elements comprising "Employer's Share" are reduced CSBD shall adjust the compensation due the Employer to assure the "Employer Share" meets the federal requirement per WIOA §134(d)(4).	
		3.	Invoices must be submitted on the CSBD Invoice Form.		
		4.	Invoices must be submitted within 10 working days of the training end date.		
5.	Invoices must be accompanied by the documents identified in section II below.				
<b>II</b>	<b>Documents to be Submitted with Employer's Invoice</b>		Documentation that supports the training costs and "Employer's Share".		
			Wages	Cancelled checks, or copy of electronic payments.	
		<input checked="" type="checkbox"/>	3 <sup>rd</sup> Party Service Provider(s)	A copy of the invoice(s), and a copy of the front and back of the cancelled check or electronic payment to the 3 <sup>rd</sup> party.	
			Purchases	A copy of the invoice, and a copy of the front and back of the cancelled check or electronic payment.	
		<input checked="" type="checkbox"/>	Training Completion	Copy of the certificate or credential.	
		<input checked="" type="checkbox"/>	"Employer Share"	Written time and attendance records documenting the days/hours each employee-trainee spent in training.	
		<input checked="" type="checkbox"/>	Evidence of training participation		
<b>III</b>	<b>Employer Size</b>	Employer's workforce consists of			
		<input type="checkbox"/>	1 – 50 employees (including those employed through a staffing company, PEO or employee leasing company).		
		<input type="checkbox"/>	51 - 100 employees (including those employed through a staffing company, PEO or employee leasing company).		
		<input checked="" type="checkbox"/>	101 or more employees (including those employed through a staffing company, PEO or employee leasing company).		

### Contract Compensation

IV	<b>Employer's Share of Training Costs</b>	<input type="checkbox"/>	Ten percent	1 – 50 employees
	<b>"Employer's Share"</b>	<input type="checkbox"/>	Twenty-five percent (25%)	51 – 100 employees
		<input checked="" type="checkbox"/>	Fifty percent (50%)	100 or more employees
V	<b>Employer Portion of Training</b>	<input type="checkbox"/>	Employee/Trainee wage records if used for employer's share.	
	<b>Worksheet is attached as Exhibit B.</b>	<input type="checkbox"/>	Employee/Trainee wages while attending training.	
		<input type="checkbox"/>	Proportionate cost of the space used for the training.	
		<input type="checkbox"/>	Proportionate cost of the utilities associated with the training space.	
		<input checked="" type="checkbox"/>	Wages of Supervisors assigned to employees during training.	

## Federal and State Contract Compliance Requirements

<b>Violations of this section may result in termination of this Contract and Employer being required to repay funds received under this Contract.</b>	
<b>Equal Employment Opportunity</b>	<p>Employer agrees not to discriminate in their hiring or employment practices and to comply with:</p> <p>The Civil Rights Act of 1964, as amended.  Contractor agrees not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. This includes, but is not limited to: Employment, upgrading, demotion, transfer; recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.  All advertisements for employees will include a statement that all qualified applicants be considered without regard to race, color, religion, sex, or national origin.  Contractor shall notify any labor union with which he has a collective bargaining agreement of their commitments under section 202 of Executive Order 11246 of September 24, 1965.  If provided by CSBD, Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.  Contractor agrees to comply with Executive Order 11246 of September 24, 1965, and applicable regulations and rules.</p> <p>The Age Discrimination Act of 1975, as amended.</p> <p>The American with Disabilities Act of 1990, as amended.in 2008 and in accordance with the regulations and guidance issued by the Department of Justice, the Equal Opportunity Commission and the US Department of Labor.</p> <p>Section 504 of the Rehabilitation Act of 1973, as amended</p> <p>The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972.</p>
<b>Davis-Bacon Act, as amended (40 U.S.C. 3144)</b>	Contractor shall comply with the Davis Bacon Act and its regulations at 29 CFR Part 5), as applicable.
<b>Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)</b>	Contractor agrees to comply with the Copeland Anti-Kickback Act.
<b>Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333 and 3701-3708).</b>	Contractor agrees to comply with Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333) regarding the computing of a standard work week as having 40 hours as applicable to contracts in excess of \$100,000.
<b>Wage and Hour Laws</b>	Employer must comply with local, State and Federal wage and hour laws.
<b>Debarment and Suspension Executive Orders 12549 and 12689</b>	Contractor certifies that they are not on the federal debarment or suspension list.

## Federal and State Contract Compliance Requirements

<p><b>Clean Air Act (42 U.S.C. § 7401 et seq.) and The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended</b></p>	<p>Contractor agrees to comply with the Clean Air Act and the Federal Water Pollution Control Act as applicable to contracts in excess of \$150,000.</p>				
<p><b>Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)</b></p>	<p>Contractor agrees to file the appropriate certification as required by the Byrd Anti-Lobbying Amendment in applying or bidding for an award of \$100,000 or more, indicating that they will not and have not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, or a member or employee of Congress, in connection with obtaining any Federal contract, grant or any other award and will disclose any lobbying efforts using federal funds.</p>				
<p><b>Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)</b></p>	<p>Contractor agrees to comply with the Solid Waste Disposal Act as amended procuring solid waste management services in a manner that maximizes energy and resource recovery; and procuring recovered materials identified by the EPA pursuant to U.S.C. section 6002 and 40 CFR part 247 where the purchase exceeds \$10,000.</p>				
<p><b>Rights to Inventions Made Under a Contractor Agreement</b></p>	<p>Contractor agrees to comply with the Rights to Inventions in accordance with 37 CFR § 401 applicable to Nonprofit Organizations and Small Business Firms and any implementing regulations issued by the federal awarding agency.</p>				
<p><b>Energy Policy and Conservation Act (42 U.S.C. 6201).</b></p>	<p>Contractor agrees to comply with mandatory standards and policies relating to energy efficiency as detailed in the Energy Policy and Conservation Act.</p>				
<p><b>Prohibition Against Sectarian Activities</b></p>	<p>Employer agrees not to engage employee/trainees in sectarian activities or in the construction of sectarian facilities.</p>				
<p><b>Collective Bargaining</b></p>	<p>Employer agrees adhere to collective bargaining agreements applicable to employees/trainees hired under this Contract.</p>				
<p><b>Union Activities</b></p>	<p>Employer will not encourage or discourage union activities.</p>				
<p><b>Displacement</b></p>	<p>Employer agrees that this program will not result in the displacement of currently employed workers or impair existing contracts for services.</p>				
<p><b>Maintenance of Effort</b></p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 20px; vertical-align: top;">A.</td> <td>Employer agrees funds provided under this Contract will not be used to train an employee/trainee to fill a job opening created by a hiring freeze, lay off or termination of a regular employee to create a vacancy for trainee or to infringe upon the promotional opportunities of a currently employed worker.</td> </tr> <tr> <td style="width: 20px; vertical-align: top;">B.</td> <td>Employer certifies that training funded under this Contract shall not replace training which would otherwise be provided by Employer.</td> </tr> </table>	A.	Employer agrees funds provided under this Contract will not be used to train an employee/trainee to fill a job opening created by a hiring freeze, lay off or termination of a regular employee to create a vacancy for trainee or to infringe upon the promotional opportunities of a currently employed worker.	B.	Employer certifies that training funded under this Contract shall not replace training which would otherwise be provided by Employer.
A.	Employer agrees funds provided under this Contract will not be used to train an employee/trainee to fill a job opening created by a hiring freeze, lay off or termination of a regular employee to create a vacancy for trainee or to infringe upon the promotional opportunities of a currently employed worker.				
B.	Employer certifies that training funded under this Contract shall not replace training which would otherwise be provided by Employer.				
<p><b>Public Entity Crimes Certification</b></p>	<p>Employer represents that the execution of this Contract will not violate the Public Entity Crimes Act, (Sec. 287.133, 287.017 Florida Statutes) nor has Employer committed an act defined by Section 287.133, Florida Statutes, or been placed on the convicted vendor list.</p>				
<p><b>Relocation</b></p>	<p>Contractor shall not use any of the funds under this Contract to encourage or induce the relocation of an establishment. If employer has relocated from a different area in the country and terminated employees in that location, employer certifies that the date of execution of this Contract is at least 120 days after beginning business operations in the new location. Violations may result in double damages.</p>				

Exhibit A

**IWT Program Budget –**

Training funds cannot be used to reimburse training costs incurred **before grant approved**. Please take into account when developing a budget. Employer provides a matching contribution to the training. The minimum amount of employer share depends on the size of the employer. 50 or fewer employees – 10% of the training cost, 51 to 100 employees 25% of the training cost, and more than 100 employees – 50% of the training costs.

<b>1. Training Costs</b>			
A. <b>BUDGET</b>	B. <b>IWT ASSISTANCE</b>	C. <b>EMPLOYER</b>	D. <b>TOTAL</b>
<b>CATEGORY</b>	<b>REQUESTED</b>	<b>CONTRIBUTION</b>	<b>(B + C)</b>
Tuition	\$135,346		\$135,346
Other (explain) - BCPS Program Mentors		\$201,344	\$201,344
Other (explain) -			
	<b>\$135,346</b>	<b>\$201,344</b>	<b>\$336,690</b>

IWT Assistance (breakdown of column B above)	Per Unit Cost	The Number of Participants to be trained multiplied by the Per Unit Cost	
BC Courses: \$135.89 per semester hour = \$407.67 per course 1. EDF3280-Instructional Strategies, 2. EDG4410 Classroom Management; 3. RED3342-Foundations of Research-based Practices in Reading Education, 4. EDP4004-Principles of Educational Psychology/Human Development; 5. EDF4430-Educational Tests and measurements; 6. EEK3011-Introduction to Exceptional Student Education; 7. ESOL Issues and Strategies	See attached Exhibit C for details	See attached Exhibit C for details	\$135,346

Employer Contribution (breakdown of column C above)		
BCPS Program Mentors: 64 participants x 55 hrs x \$57.20		\$201,344
		\$201,344

<b>Total Training Costs</b>	<b>\$201,344</b>
-----------------------------	------------------

<b>2. Materials (Itemize)</b>		
	Unit Cost	Number of participants X unit cost
<b>Total Materials Cost</b>		<b>\$0</b>

<b>3. Purchase of Capital Equipment</b>	
<i>(Must be employer contribution)</i>	
<b>Total Purchase of Capital Cost</b>	<b>\$0</b>

<b>4. Lease/Rental of Equipment</b>	
<i>(Allowed only during training)</i>	
<b>Total Lease/Rental of Equipment Cost</b>	<b>\$0</b>

<b>5. Trainee Wages</b>	
<i>(If proposed as in-kind match, includes the trainee's regular rate of pay and fringe benefits (2 CFR 200.306), which is limited to time actually spent in training) Payroll documents must be submitted for match.</i>	
<b>Total Trainee Wages Cost</b>	<b>\$0</b>

<b>6. Other Costs</b>	
<i>Subject to allowability under federal guidelines</i>	
Indirect Cost : BCPS (4.58%) \$135,346.44 x 4.58%	\$6,199.00
	<b>\$6,199</b>

<b>7. TOTALS</b>	<b>\$207,543.00</b>
------------------	---------------------

Employer Share	59%	\$201,344.00
IWT Grant Amount	41%	\$141,545.44
		<b>\$342,889.44</b>

Exhibit B



**Employer Contributions - Non-Federal Share Schedule**

**Contract Total:** \$ 342,889.44  
**Employer Size:** 32,899 employees

**Employer Share**

50%	<input checked="" type="checkbox"/>	\$ 171,445
25%	<input type="checkbox"/>	\$ 85,722
10%	<input type="checkbox"/>	\$ 34,289

**Employer Share Breakdown (non-federal contributions)**

Non Federal contributions/match may be provided only from a non-federal source that are used in a manner consistent with the purpose of the project. The provider must identify the source of the nonfederal portion of the total project costs and how this source will be used. Match is restricted to the same uses of funds as allowed for the federal funded portion of the project. The contributions can come in the form of cash, the in-kind value of volunteer wages, donated goods, and or services. Every item of in-kind must have a defensible method for assigning a fair market value.

**Cash Match** \$ -

**Non-federal public or private funds**

**Non-federal funds that are not used as match for any other federal program**

**Wages Match** \$ 201,344.00

**When company staff volunteer their time or wages that the employee/trainee is earning while attending the training, the value of their wages (pay and benefits 2 CFR 200.306) and the expenses incurred traveling to and from a related project event may be included as match. (timesheets/personnel activity reports and mileage forms should be utilized for supporting this amount)**

**Space** \_\_\_\_\_

**If training events or other activities relating to the project takes place in a donated office or large meeting space, the market value of renting that space may also be counted.**

**Supplies** \$ -

**The market value of donated supplies**

**Textbooks** \$ -

**The market value of donated books**

**Indirect Costs** \$ -

**Provide documentation of cost allocation plan or negotiated federal indirect cost rate. Only cost sharing or cost sharing specifically committed in the project budget must be included for computing the indirect cost rate or reflected in any allocation of indirect costs.**

**Other (explain)** \$ -

**TOTAL MATCH** \$ 201,344.00

Exhibit C  
IWT Employer Wage Match Matrix

<b>Employer Name:</b>	School Board of Broward County	Program Year: 17/18	UPDATED: August 22, 2017	64 Candidates		
Training Course(s) Breakdown						
1. Name of the training vendor	2. Name of the training course(s)	3. Length of the training course(s) in hours	4. Total cost of the course	5. Number of participants to be trained	6. Cost per trainee based on the number of employees receiving the training (column E below)	7. Certification/Certificate to be earned
Broward College	1-EDF-3280 Instructional Strategies	3 semester hours	\$26,090.88	64	\$407.67	Certificate
Broward College	2-EDG-4410 Classroom Management	3 semester hours	\$26,090.88	64	\$407.67	Certificate
Broward College	3-RED-3342 Foudnation of Research-based Practices in Reading Education	3 semester hours	\$18,345.15	45	\$407.67	Certificate
Broward College	4-EDP-4004 Principles of Educational Psychology (Human Development)	3 semester hours	\$18,345.15	45	\$407.67	Certificate
Broward College	5-EDF-4430 Educational Tests and Measruemetns	3 semester hours	\$26,090.88	64	\$407.67	Certificate
Broward College	6-EEX-3011 Introduction to Exceptional Student Education	3 semester hours	\$10,191.75	25	\$407.67	Certificate
Broward College	7-TSL-308D ESOL Issue and Strategies	3 semester hours	\$10,191.75	25	\$407.67	Certificate
			<b>\$135,346.44</b>		<b>\$2,853.69</b>	
			<b>Total Course Costs</b>		<b>Average Cost Per</b>	

Roster of employees to be trained						
A. Employee's Name	B. Employee's Job Title	C. Employee's Last Four of SSN	D. Employee's Current Hourly Wage	E. Which training course(s) is the employee attending from the list above? (Ex. 1, 3, 4)	F. Employee's earned wages while attending the workshops (column D multiplied by total # of hours from column E).	G. What will the employee's hourly wage be after completion of the training?
1-65	Teachers (65)	TBD		1,2,3,4,5,6,7	\$0.00	TBD
						<b>NOTE:</b> Teacher salaries are based on individual performance evaluations. The percentage of salary increases is contingent on The School Board of Broward County, Florida and the Broward Teachers Union contract negotiations and subject to change.
			<b>\$27.41</b>		<b>\$0.00</b>	
			<b>Average Hourly Wage</b>		<b>Total Wage Match</b>	



## **EXHIBIT D**

### ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

- A. **Assurances – Non-Construction Programs (SF 424 B)**
- B. **Debarment and Suspension Certification (29 CFR Part 98)**
- C. **Certification Regarding Lobbying (29 CFR Part 93)**
- D. **Drug free Workplace Certification (29 CFR Part 98)**
- E. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)**

By signing the agreement, the Grantee is providing the above assurances and certifications as detailed below:

- A. **ASSURANCES – NON-CONSTRUCTION PROGRAMS.** NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended,

relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

**B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The prospective Grantee certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach and explanation to this proposal [or plan].

**C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned (i.e. Grantee) certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Grantee, attests and certifies that the Grantee will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:

- a. The dangers of drug abuse in the workplace.
- b. The policy of maintaining a drug-free workplace.
- c. Any available drug counseling, rehabilitation and employee assistance programs.
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:

- a. Abide by the terms of the statement.
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.

- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
- b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check ( ) if there are workplaces on file that are not identified here.

Check ( ) if an additional page was required for the listing of the workplaces.

#### **E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:**

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Grantee understands that AWI and the United States have the right to seek judicial enforcement of the assurance.

## EXHIBIT E

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities.

NOTE: PLEASE READ INSTRUCTIONS IMMEDIATELY FOLLOWING THE FORM BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative





Signature

Date

SIN No. 5100  
03/30/2001

### **Instructions for Primary Covered Transactions Certification**

1. By signing and submitting this proposal the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the SAE or Local Board determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the State Administrative Entity (SAE) or Local Board determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the SAE or Local Board may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the SAE or Local Board, as appropriate, if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the SAE or Local Board for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the SAE.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Covered Transactions," provided by the SAE without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of **List of Parties Excluded From Procurement or Non-procurement Programs.**
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the SAE or Local Board may terminate this transaction for cause or default.

## **EXHIBIT F**

### **CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart, F.I, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing an ongoing drug-free awareness program to inform Employees concerning:

1. The dangers of drug abuse in the workplace.
2. The policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation and employees assistance programs.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A.

D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement.
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.



2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

H. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check ( ) if there are workplaces on file that are not identified here.

Check ( ) if an additional page was required for the listing of the workplaces.

#### CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

\_\_\_\_\_  
Name and Title of Authorized Representative, Name of Contractor

*Robert D. Rennie*

Signature

*12/5/17*

Date

## **EXHIBIT G**

### **Instructions for Completion of SF-LLL Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Sub awards<sup>1</sup>. Type of Federal Action: \_\_\_\_\_ 2. Status of Federal Action: \_\_\_\_\_ 3. Report Type: \_\_\_\_\_

a. contract	a. bid/offer/application	a. initial filing
b. grant	b. initial award	b. material change
c. cooperative agreement	c. post-award	For Material Change Only
d. loan		year _____ quarter _____
e. loan guarantee		date of last report _____
f. loan insurance		

4. Name and Address of Reporting Entity: \_\_\_\_\_ Prime \_\_\_\_\_ 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Subawardee Tier \_\_\_\_\_ if known: Address of Prime: \_\_\_\_\_

Congressional District, if known:	Congressional District, if known:
-----------------------------------	-----------------------------------

6. Federal Department/ Agency:	7. Federal Program Name/Description:
--------------------------------	--------------------------------------

CFDA Number, if applicable:
-----------------------------

8. Federal Action Number, if known:	9. Award Amount, if known:
-------------------------------------	----------------------------

10. a. Name and Address of Lobbying Entity Services (including address if (If individual, last name, first name, MI)	b. Individuals Performing different from No. 10a.) (Last name, first name, MI)
(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	


11. Amount of Payment (check all that apply): _____ actual _____ planned _____	13. Types of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify:
12. Form of Payment (check all that apply): a. cash b. In-kind, specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.
<sup>2</sup> (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: \_\_\_\_\_ YES \_\_\_\_\_ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.<sup>3</sup>**

Signature   
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Date 12/5/17

<sup>3</sup> Approved by OMB 0348-0046  
LLL-A

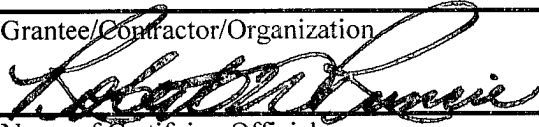
## EXHIBIT H

### CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Congress, an Officer or Employee of Congress, or an Employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Grantee/Contractor/Organization	Program/Title
	12/5/2012
Name of Certifying Official	Date
Print Name and Sign	

\*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

EXHIBIT I

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Signature and Date:  12/5/2017

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization Name: \_\_\_\_\_

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 5<sup>th</sup> day of December 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"),  
whose principal place of business is  
1000 Coconut Creek Boulevard, Coconut Creek, Florida 33066

**WHEREAS**, Broward College (BC) and The School Board of Broward County, Florida (SBBC) desire to collaborate to offer the Broward Educator Certification (BEC) program to Broward County Public School teachers to support the SBBC's goal of retaining the teachers.

**WHEREAS**, SBBC desires that certain Broward County Public School teachers increase their level of skill and apply for the Professional Educator's Certificate for full certification in the State of Florida.

**WHEREAS**, BC offers coursework to help prepare teachers through a rigorous program of study and practice necessary to obtain full certification. The professional learning and coursework includes: (1) EDF 3280 – Instructional Strategies, (2) EDG 4410 -Classroom Management, (3) RED.3342 – Foundations of Research Based Practices in Reading Education, (4) EDP 4004 – Principles of Educational Psychology; (5) EDF 4430 Educational Tests and Measurements, (6) EEX 3011 – Introduction to Exceptional Student Education, and (7) TSL 4081 – ESOL Issues and Strategies I.

**WHEREAS**, SBBC intends to enter into, or has entered into, an agreement with CareerSource Broward whereby CareerSource Broward will provide a grant to SBBC for the purpose of helping its teachers in preparing to obtain full certification by offering them the opportunity to take the BC courses.

**WHEREAS**, this Agreement is contingent upon SBBC receiving funding from CareerSource Broward.



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

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

2.02 **BC Responsibilities**: BC will provide the following courses to facilitate well-structured engagement in professional learning, specifically in courses that SBBC teachers need to complete their Florida Department of Education (FDOE) Professional Educator's Certification.

(a) BC will provide the needed sections of the following courses:

1. Three credit hours of education in EDF 3280 – Instructional Strategies;
2. Three credit hours of education in EDG 4410 – Classroom Management;
3. Three credit hours of education in RED 3342 – Foundations of Research Based Practices in Reading Education;
4. Three credit hours of education in EDP 4004 – Principles of Educational Psychology;
5. Three credit hours of education in EDF 4430 – Educational Tests and Measurements;
6. Three credit hours of education in EEX 3011 – Introduction to Exceptional Student Education;
7. Three credit hours of education in TSL 4081 – ESOL Issues and Strategies I.

(b) The BC course sessions will be facilitated by the BC Teacher Education Program (TEP). This will include:

1. Registration of participants (SBBC employees) online by BC to process with registrar

- a. Will take place on the start date determined by agreement between SBBC and BC;
  - b. Will include BC academic credit for the contact hours per course;
  - c. For participants that have submitted a signed FERPA release, BC will notify SBBC immediately if any participant fails to complete a course;
  - d. Participants must have a bachelor's degree, be a teacher in a school in Broward County District and Charter schools, and meet the general admission requirements of BC for non-degree students;
  - e. The SBBC will select participants based upon certification recommendation and teacher interest in participating in BC courses that satisfy the education semester hours required by the FDOE. BC is not responsible for the selection of the participants;
  - f. If participants drop the course after the BC add/drop period, no refunds will be given concerning any fees, application or tuition; and
  - g. All general admission requirements must be supplied at least twenty (20) days before the start of the semester in which classes will be attended.
2. Staffing by BC faculty/instructors as approved by BC; and
  3. Ensuring completion of all required assessments described in the syllabi to determine performance evaluations in the courses.

(c) Class Scheduling

1. Site arrangements will be made by BC and classes will take place online and/or on a BC campus.
2. Time will be agreed upon mutually by BC, SBBC and the Instructor of record.

(d) BC Course Outline and Textbooks:

1. Instructional Strategies (EDF 3280) 3 credits

This course prepares participants to become proficient in planning, organizing, and implementing instructional strategies for the contemporary K-12 classroom. A variety of research-validated instructional strategies are reinforced, including those that support constructivist approaches to classroom organization and student learning. Participants will learn to identify, deliver and improve instructional strategies that are most appropriate in specific circumstances.

2. Classroom Management (EDG 4410) 3 credits

This course provides an identification and knowledge of classroom management and communication theories, strategies, and concerns. Emphasis will be placed on Behavior Management, Discipline and

Reward Strategies, Accommodating Special Needs Pre-professional educators, Managing Diverse Cultures, Establishing Rapport and Credibility, Effective Communications Strategies, and Legal and Safety Issues as they apply and relate to the classroom setting.

3. Foundations of Research Based Practices in Reading Education (RED 3342) 3 credits

This course provides an understanding of the principles of scientifically based reading research as the foundation of comprehensive instruction that synchronizes and scaffolds each of the major components of the reading process to assist students in mastering this process. This course will address effective research-based instruction methodology to prevent reading difficulties and promote acceleration of reading progress for struggling students, including students with disabilities, and students from diverse populations. Guided field experience provides paraprofessional educators with the experience of observation and interaction with K-12 students.

4. Principles of Educational Psychology (EDP 4004) 3 credits

This course provides a foundation in educational psychology and its application to classroom settings. Special emphasis is placed on development, learning theory, cognition, motivation, diversity, teaching, and assessment. NOTE: THIS COURSE IS EQUIVALENT TO HUMAN DEVELOPMENT.

5. Educational Tests and Measurements (EDF 4430) 3 credits

This course helps Education majors develop a philosophy of assessment and understand how a variety of measures combine to provide an accurate picture of student progress and achievement in the current multicultural classroom, develop knowledge and skills necessary to measure and assess learner progress effectively and develop actual teacher assessment skills and acquire skills in and perspectives on traditional and alternative assessment strategies. Topics include the basic principles of measurement, formative and summative assessment strategies, test construction, performance assessments, reading and interpreting data from state and standardized achievement tests, and fairness in accommodating diverse learners.

6. Introduction to Exceptional Student Education (EEX 3011) 3 credits

This course will focus on the characteristics and needs of students with disabilities. Course content will include the different types of programs and services that make up exceptional student education (ESE) and the

history on how they came to exist. The Introduction to Exceptional Student Education course will serve as the foundation for the development of a personal and professional understanding and philosophy of ESE. NOTE: THIS COURSE IS AN ACCEPTABLE COURSE THAT MAY BE TAKEN TO SATISFY THE RENEWAL REQUIREMENT FOR TEACHING STUDENTS WITH DISABILITIES (SWD).

7. ESOL Issues and Strategies I (TSL 4081) 3 credits

This course is designed to build on the foundation course in TESOL for students in integrated pre-service teacher education programs. The goal of this course is to link the theory and practice for effective teaching of ESOL students. The course will focus primarily on methods, curriculum and assessment of ESOL students in the areas of language development, and content areas. Effective strategies regarding reading instruction for ELL students will be emphasized.

8. Textbooks:

Books and materials are the sole responsibility of the student.

2.03 **Enrollment Requirements:** In order to be offered by BC, all sections of the courses must have a minimum enrollment of fifteen (15) students and a maximum of thirty-seven (37) students. The SBBC Department of Teacher Professional Learning and Growth will coordinate the selection of up to sixty-five (65) teachers to participate in the BEC program. BC will not be required to offer any course unless and until SBBC has confirmed the grant funding from CareerSource Broward has been obtained by SBBC to cover SBBC's obligations under Section 2.04 hereof.

2.04 **SBBC Responsibilities / Cost:**

- (a) Contingent upon receipt of funding from CareerSource Broward, to pay BC \$407.67 per student enrolled in each course in which the student is enrolled. Students are responsible for all non-degree registration/application fees and for the cost of all books and materials.
- (b) SBBC shall pay BC within two weeks of receiving the invoice.

2.05 **Program Administration:** BC will have 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 BC 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 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 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 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. Notwithstanding the foregoing and any other provision herein, BC will not provide confidential and exempt education records of program participants to SBBC, unless SBBC has obtained and provided BC an agreement from such program participants authorizing the release to SBBC.

(a) BC Records Defined. For the purposes of this Agreement, the term "BC 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 BC 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's facilities and to any and all BC 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.

2.07 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 the 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 BC J. David Armstrong, Jr.  
President of Broward College  
111 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

With a Copy to: Jeffrey P. Nasse  
Dean, Education Pathway Community  
Broward College, North Campus

1000 Coconut Creek Boulevard  
Coconut Creek, Florida 33066

2.09 **Background Screening** BC agrees that all of its personnel who (1) are to be permitted access to school grounds when SBBC students are present, (2) will have direct contact with SBBC students, or (3) have access or control of SBBC school funds, will successfully complete the background screening required by Sections 1012.32 and 1012.465, Florida 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 BC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

### **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 SBBC during the term hereof upon thirty (30) days written notice to BC 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.

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. BC 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, BC 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. BC 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 BC does not transfer the public records to SBBC. If BC keeps and maintains public records upon completion of the Agreement, BC shall meet all applicable requirements for retaining public records. Copies of 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. Notwithstanding the foregoing and any other provision herein, BC will not provide confidential and exempt education records of program participants to SBBC, unless SBBC has obtained and provided BC an agreement from such program participants authorizing the release to SBBC. Furthermore, BC will retain copies of all public records in its possession and control as required under Florida law.

**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, any party contracting with SBBC 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.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws 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 affect 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.

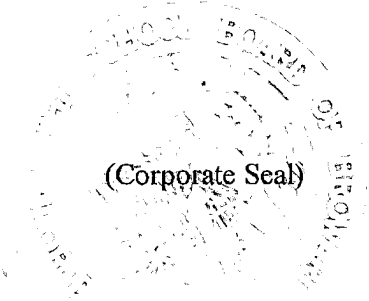
3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations 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 **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.

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)

**FOR SBBC**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By *Mora Rupert*  
Chair

ATTEST.

*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 Distric Board of Trustees of Boward  
College, Florida  
Date: 2017.10.31 14:51:33 -04'00'


Office of the General Counsel

**FOR BC**

(Corporate Seal)

THE DISTRICT BOARD OF TRUSTEES  
OF BROWARD COLLEGE, FLORIDA

ATTEST:

By   
DocuSigned by:  
FABE0C2822274E9...

\_\_\_\_\_  
, Secretary

-Or-  
DocuSigned by:  
Kristina Retana  
04210120D8624C8...

DocuSigned by:  
  
04210120D8624C8...

Witness  
DocuSigned by:  
Elizabeth Bravin  
2E30037A8F3A4AD...

**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

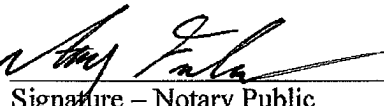
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of  
october, 2017 by Avis Proctor, Ed.D. of  
Name of Person

The District Board of Trustees of Broward College, Florida, on behalf of the corporation/  
agency. Name of Corporation or 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:  
August 10, 2021

  
Signature - Notary Public

(SEAL)

Amy Fulmer  
Printed Name of Notary



**Amy C. Fulmer**  
Commission # GG133488  
Expires: August 10, 2021  
Bonded thru Aaron Notary

GG133488  
Notary's Commission No.

Agreement with The District Board of Trustees of Broward College, Florida