

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____day of _____, 2018,
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

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
(hereinafter referred to as “UF-JPLC”)
Whose principal place of business is
1403 Norman Hall PO BOX 117050, Gainesville, FL 32611.

WHEREAS, this Agreement entered into between SBBC and UF-JPLC outlines the elements of a collaboration to provide intensive professional development, coaching, and support within the SBBC school district in order to adopt the use of evidence-based curricula and instructional methods, and support the teacher’s use of literacy data. The schools that will participate in the Patterson Literacy Challenge are Broadview Elementary, Castle Hill Elementary, and Larkdale Elementary; and

WHEREAS, the James Patterson Literacy Challenge offers the schools professional development for their teachers and leaders to more effectively meet the literacy needs of their students;

WHEREAS, the James Patterson Literacy Challenge will support the ongoing professional learning activities in each school, provide personalized online professional development for all teachers and school leaders, and guide schools in the development of a summer literacy program to support sustainable, cost-effective, ongoing professional development and coaching for teachers along with local, direct intervention for struggling readers;

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 on **at the time of full execution by all parties** and conclude on **June, 30, 2020**. It is mutually agreed that efforts will be made to continue the James Patterson Literacy Challenge program next school year based on the availability of funding and mutual satisfaction with the program based on this Agreement.

2.02 **Deliverables-UF-JPLC:** The University of Florida Board of Trustees (UF-JPLC) is committed to a professional development program with continuous evaluation that will be maintained by an on-site UF-JPLC Facilitator and UF-JPLC support staff from the University of Florida; the responsibilities of the JPLC include:

1. Establish a mutually beneficial collaboration between The University of Florida Board of Trustees and The School Board of Broward County upon execution of both parties to June 30, 2020.
2. Maintain an active, involved James Patterson Literacy Challenge support staff to provide oversight for the implementation, operation, and continuous improvement of the professional development programs at participating schools.
3. Provide the teachers and other key staff of the participating school with:
 - a. Technical assistance and staff development on proven and research-based literacy assessment, instruction, and intervention practices through a five-day Summer Institute and at least four additional days during the 2018-19 school year.
 - b. Ongoing, school-based technical assistance with individual teachers or grade-level teams to support the implementation of these practices.
 - c. Access to high quality online professional development resources.
 - d. A scholarship to cover tuition and books for one teacher at each participating school to complete the 15-credit hour, online Dyslexia Graduate Certificate at the University of Florida.

2.03 **Deliverables-SBBC:**

1. In-kind Financial / Resource Commitments

- a. Provide stipends for teachers from participating schools to attend the Summer Institute and any other professional development activities that are planned for outside contracted hours for school personnel.
- b. Provide appropriate classroom space or school facilities and equipment (e.g., projectors) necessary to deliver the Summer Institute.
- c. Provide space and equipment for ongoing follow-up professional development at each participating school.

2. Program Commitments: Timeline

a. Application - May 2018

- Identify a cluster of approximately 3 target schools
- Conduct comprehensive guided self-study in each target school
- Develop each school's Literacy Acceleration Plan with school personnel

b. Summer 2018

- Implement first Summer Institute with initial cluster
- Invite school personnel to visit Summer Adventures in Literacy program at PK Yonge DRS
- Guide schoolwide planning for 2018-19 school year

c. Fall 2018 through Spring 2019

- Implement online PD activities
- Implement additional professional learning activities (e.g., Research-in-Action Days at PKY, professional reading discussion groups)
- Provide ongoing, classroom-based support and coaching from Master Teachers

d. Summer 2019

- Implement "Next Level" Summer Institute
- Guide planning for 2019-20 school year

e. Fall 2019 and beyond

- Gradually release responsibility to schools for ongoing professional learning activities

2.04 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: Jennifer Bigos
Director Pre-K/Elementary
Exceptional Student Learning Support
Arthur Ashe Campus
1701 Northwest 23rd Avenue
Ft. Lauderdale, FL 33311

To UF-JPLC: Technical Notices:
Dr. Holly Lane
College of Education
1403 Norman Hall
PO BOX 117050
Gainesville, FL 32611-7044

Administrative Notices:
Stephanie Gray
Assistant Vice President
University of Florida
Division of Sponsored Programs
207 Grinter Hall
P.O. Box 115500
Gainesville, FL 32611-5500
Phone: (352) 392-9267
Email: ufawards@ufl.edu

2.05 **Background Screening.** UF-JPLC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of UF-JPLC or its personnel providing any services under the conditions described in the previous sentence. UF-JPLC 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 the UF-JPLC and its personnel. The parties agree that the failure of UF-JPLC 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.

2.06 **Insurance Requirements.** 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 wavier limits that may change and be set forth by the legislature.

2.07 **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.

2.08 **Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should UF-JPLC come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. This Agreement supersedes any notice of student data collection in UF-JPLC's privacy policy.

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, and 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 forty-five (45) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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 Public Records. This contract shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws relating to records retention. The Parties shall keep records to show its compliance with program requirements. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.8 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. UF-JPLC shall regard all student information as confidential and will not disclose any student information to any third party.

3.9 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 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.

3.11 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.

3.12 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.

3.13 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, if applicable, 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. Records will be retained for five years after agreement termination.

3.19 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.

3.20. Liability. 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.

A. Each party agrees to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the limitations and defenses provided by Florida Statutes 768.28. The university, as a public body corporate, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the University.

3.21 Travel. Each party is responsible to cover the cost of any travel necessary to fulfill the obligations under this agreement.

3.22 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

FOR SBBC

(Corporate Seal)

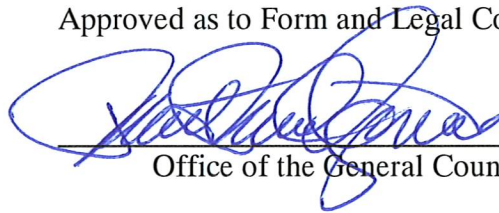
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Nora Rupert, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 06/01/18

Office of the General Counsel

FOR UF-JPLC

(Corporate Seal)

ATTEST:

By _____
Authorized Representative

Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.