

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

July 18, 2018

TO: School Board Members

FROM: Maurice L. Woods *MLW*
Chief Strategy & Operations Officer

VIA: Robert W. Runcie *for Runcie*
Superintendent of Schools

SUBJECT: **REVISION TO EE-3, RECOMMENDATION TO APPROVE FIRST AMENDMENT AND RENEWAL – 58-106V – DUAL ENROLLMENT ARTICULATION – FLORIDA ATLANTIC UNIVERSITY, FOR THE JULY 24, 2018, REGULAR SCHOOL BOARD MEETING**

A revision was made to EE-3, Recommendation to Approve First Amendment and Renewal – 58-106V – Dual Enrollment Articulation – Florida Atlantic University, for the July 24, 2018, Regular School Board Meeting.

Exhibits:

- Added Agreement

RWR/MLW/MCC:bm

cc: Senior Leadership Team

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
____ day of _____, 20____, 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 FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES
(hereafter referred to as "FAU")
a member of the State University System of Florida,
whose principal place of business is
777 Glades Road, Boca Raton, Florida 33431

WHEREAS, SBBC and BC (collectively, the "Parties") entered into a Dual Enrollment Articulation Agreement dated June 27, 2017 (hereafter referred as "Agreement"); and

WHEREAS, the Parties are required by Section 1007.271, Florida Statutes to enter into the Agreement, which outlines how the Parties will partner to provide accelerated programs to eligible home education and public students; and

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

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

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

1.02 **Term of Agreement**. Pursuant to Article 2.01 of the Agreement, the term of the Agreement is hereby extended from August 1, 2018 through July 31, 2019, unless terminated earlier pursuant to Article 13.26 of the Agreement.

1.03 **Amended Provisions.** The Parties hereby agree to the following amendments to the Agreement:

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

13.27 SBBC Disclosure of Education Records.

A. SBBC shall provide FAU with the records listed in 13.27 (B) for the purpose of SBBC District School students to meet qualifications for enrollment, and for SBBC and FAU to provide ongoing academic advisement in dual enrollment course options and progression in dual enrollment courses at FAU.

B. SBBC shall provide FAU with the following education records: High School Transcript, Unweighted High School Grade Point Average (GPA), and either PSAT, SAT, ACT, Advanced Placement (AP) or Postsecondary Education Readiness Test (PERT) test scores.

C. SBBC shall obtain written consent from each student's parent/guardian or student age 18 or older prior to disclosing education records to FAU pursuant to this agreement.

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

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

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

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

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

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@gbrowardschools.com
Reason: Florida Atlantic University Board of
Trustees - First Amendment - Dual Enrollment (2)
Date: 2018.07.19 11:46:34 -04'00'

Office of the General Counsel

FOR FAU

(Corporate Seal)

THE FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

ATTEST:

, Secretary

-or-

Witness

Witness

By _____
Signature

Printed Name: _____

Title: _____

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. 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.