

Agreement
Between
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
And
University of Massachusetts Boston

This agreement (“Agreement”) is made and entered into on _____ 2018, by and between The School Board of Broward County, Florida (“SBBC”) on behalf of Atlantic Technical College “ATC”, a school of SBBC, and the University of Massachusetts Boston, through its Institute for Community Inclusion (“University”).

WHEREAS, it is understood that SBBC has entered into an agreement with The University of Central Florida Board of Trustees (hereinafter referred to as “UCF”) under an award from the US Department of Education, Grant Number P407A150068 (“Grant”) for the purpose of furthering postsecondary education for students with intellectual disabilities;

WHEREAS, University leads the Transition and Postsecondary Programs for Students with Intellectual Disabilities National Coordinating Center under an agreement with the United States Department of Education to provide an evaluation protocol for grantees and satellite or affiliated campuses and coordinate longitudinal follow-up data collection with Mini Grantees; and

WHEREAS, under said Mini Grant Agreement dated August 7, 2018, SBBC is identified as a "Mini Grantee" and is required to provide de-identified student information to University.

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. **RECITALS AND STATEMENT OF WORK.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **SBBC DISCLOSURE OF EDUCATION RECORDS.**
 - a. SBBC will provide University the education records listed in Article 1(b) to meet federal Transition and Postsecondary Programs for Students with Intellectual Disabilities (TPSID) reporting requirements of the Consortium lead (UCF) and the Florida Consortium on Inclusive Higher Education (FCIHE) grant objectives.
 - b. SBBC agrees to only disclose the following information from student education records to University:

Enrollment Year, Age, Gender, Ethnicity, Race, Type of Disability, Disability Documentation, Federal Benefits Status, High School Education Setting, Previous Employment Status, Household Income, Enrollment Status, High School

Graduation Status, Institute of Higher Education Enrollment Status, Residency Status, TPSID Enrollment Status, Meaningful Credential Status, Degree-seeking Status, Use of Disability Services Office (DSO), Level of DSO Accommodation, Course Enrollment, Student Course Enrollment, Course Grade, Course Relation to Student Goals, Checklist of Federal Financial Aid Received (including Federal Work Study, Pell Grant, Supplemental Educational Opportunity Grant, and Parent PLUS Loans), Tuition Payment Source, Non-tuition Payment Source, Volunteer Participation, Employer, Job Title, Employment Start Date, Employment End Date, Rate of Pay, Wages, Hours Worked, Limitations to Working More than 20 Hours, Field of Employment, Vocational Rehabilitation Program Support Status, Medicaid Eligibility, Medicaid Status, Medicaid Services Utilized, Social Participation, Residential Support Services Utilized, TPSID Exit Survey, Credentialing Status. Names and other personally-identifiable information shall be redacted from the provided records.

- c. To provide meaningful results and protect the privacy of individual students because the total number of students in reported data is less than 10, SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to providing University with the education records listed in Article 1(b).
3. **AMENDMENT.** Amendments to this Agreement may be made only in writing signed by authorized signatories of both parties.
4. **GOVERNING LAW/CHOICE OF LAW.**

CHOICE OF LAW. This Agreement is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

FORUM SELECTION. The Parties agree to bring any action arising out of or relating to this Agreement or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Parties expressly consent to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action arising out of or relating to this Agreement or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.
5. **SEVERABILITY.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that

provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

6. **NOTICE.** Whenever under the terms of this Agreement, notice is required or permitted to be given by one party to the other party, such notice shall be in writing and addressed to the party at the address listed below (or such other address designated by a party in writing). Except as provided elsewhere in this Agreement, notice is effective only if the party giving the notice has sent the notice to the address provided in this Section (or such other address designated by a party in writing) and the addressee has received the notice. A notice is deemed to have been received if delivered in person or sent by registered, or certified mail (return receipt requested), or nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt. Notwithstanding the foregoing sentence, if notice is received after 5:00 p.m. (Eastern Time) on a business day or on a day that is not a business day then notice is deemed received at 9:00 a.m. (Eastern Time) on the next business day.

University: _____

SBBC: Superintendent of Schools, The School Board of Broward County, Florida

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

UNIVERSITY OF MASSACHUSETTS, BOSTON
Through its Institute for Community Inclusion

Signature:

Name Printed

Title

Date: _____

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Nora Rupert, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools

Office of the General Counsel