

AGREEMENT

FOR

**NOVA SOUTHEASTERN UNIVERSITY, INC.
("NSU") AND ITS ABRAHAM S. FISCHLER
COLLEGE OF EDUCATION ("FCE") COURSES
CERTIFICATE PROGRAMS, BACHELORS,
ALTERNATIVE CERTIFICATION, MASTERS,
SPECIALISTS, AND DOCTORAL DEGREES
DISCOUNT**



AGREEMENT

This Collaboration Agreement (the “Agreement”) is by and between The School Board of Broward County, Florida (“SBBC”), located at 600 SE Third Avenue, Fort Lauderdale, FL 33301 and Nova Southeastern University, Inc. (“NSU”) and its Abraham S. Fischler College of Education (FCE), collectively the “University”, located at 3301 College Avenue, Fort Lauderdale, Florida 33314.

I. PURPOSE

The purpose of this Agreement is to assist in the professional development of all SBBC employees who wish to advance academically in the field of education and consider specific courses and career improvement curriculum offered by the FCE, including Certificate programs, Bachelors, Alternative Certification, Masters, Specialists, and Doctoral Degrees. Authorization for participation in this program shall be the responsibility of the FCE Dean or designee and the SBBC Superintendent or designee. SBBC will facilitate the promotion of this initiative to SBBC Staff.

II. SPECIAL CONDITIONS

FCE agrees to the following conditions for higher education opportunities to the SBBC employees, as follows:

- A. Subject to the limitations contained herein, FCE will offer SBBC Staff who enroll in any of the FCE Programs a tuition reduction of twenty percent (20%) of the published tuition rate per credit hour in place at the time of enrollment. This tuition reduction applies only to tuition.
- B. For a full list of degree programs and graduate certificates, visit <http://education.nova.edu/index.html#tabs1-grad>
- C. FCE tuition rates are subject to change each July 1, and the tuition reduction will be calculated based on the published tuition rate per credit hour in place at the time of enrollment. Tuition reduction shall not apply to students currently enrolled with the University on the effective date of this Agreement
- D. SBBC employees admitted into a FCE Program will have met and complied with all University admission requirements as delineated in the FCE Catalog and Student Handbook (the “Catalog”). The Catalog may be accessed online at <http://education.nova.edu/students/current-students/studentcataloghandbook.html>
- E. For the SBBC employee to be eligible for the discount, the SBBC employee will be required to complete the AFFILIATE TUITION DISCOUNT FORM available from NSU/FCE (See Exhibit 1) and provide proof of employment together with the application. Such proof of employment may consist of:

1. Providing a copy of a pay stub showing name, employer and date; or
 2. Providing a School District/Employer verification letter. Such letter will contain:
 - i. The School's, Department's or District's official letter head with contact information
 - ii. Employee's Name, work location, title and contact information
- F. The University shall have sole control over all academic matters concerning the FCE Programs offered by this Agreement. SBBC employees admitted to the FCE Programs pursuant to this Agreement shall be subject to all applicable University policies, procedures, rules and regulations as described in the Catalog.
- G. Upon signing of this Agreement by SBBC, FCE will prepare promotional materials for SBBC to provide to its employees, describing the educational opportunities described herein.
- H. In consideration of the tuition reduction offered by FCE herein, SBBC agrees to facilitate the promotion of this collaboration by:
1. Making available FCE promotional material furnished by FCE and reasonably acceptable to SBBC,
 2. Allowing FCE personnel to meet with SBBC employees in informational meetings during non-work hours to speak about FCE programs and provide materials about the FCE opportunities and its offerings.
 3. Disseminate FCE electronic marketing offers to all SBBC employees via the employee intranet site. The University acknowledges and agrees that SBBC will also provide promotional marketing offers of other educational institutions to their employees. Such access will not be exclusive to the University.

I. Public Records

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.

J. 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.

K. Safeguarding confidential employee records.

Notwithstanding any provision to the contrary within this Agreement, NSU 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 employee records by telephone and email at 754-321-0300 (Manager, Information Security) and 754-321-1900 (Privacy Officer), privacy@browardschools.com; 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.

III. GENERAL CONDITIONS

- A. The terms and conditions of this Agreement shall be effective upon the parties signing this Agreement and shall be in effect for students who are admitted and who enroll starting August 2017. Students enrolled per this Agreement will maintain the tuition reduction until completion of the program selected, while they continue to make satisfactory progress, and adhere to the policies identified in the Catalog.
- B. This Agreement may be terminated upon sixty (60) days written notice by either party. In the event this Agreement is terminated by either party, any students enrolled in any degree or non-degree program per this Agreement and in good standing with the University shall be allowed to complete the program under the terms outlined herein.

- C. All notices requested including communications and statements required or permitted per this Agreement, shall be in writing and shall be sent by facsimile or email transmission with a receipt of successful transmission from the receiving party obtained by the sending party, or sent by recognized commercial overnight courier, or mailed by United States registered or certified mail. Notices shall be effective upon receipt. For the present, the following designees shall be the recipients of such notices:

For SBBC: Superintendent of Schools
The School Board of Broward County, Florida
Robert W. Runcie
600 SE Third Avenue,
Fort Lauderdale, FL 33301

With Copy to: The School Board of Broward County, FL
Alex Macri
Leadership & Non-Instructional Development
Talent Acquisitions and Operations (Non-Instructional)
The School Board of Broward County, Florida
3531 Davie Road, Davie, FL 33314
754-321-5033 (O) | 754-321-5090 (F) |
Email: alex.macri@browardschools.com

For NSU/FCE: Nova Southeastern University, Inc.
Abraham S. Fischler College of Education
Attn: Kim Durham, Psy.D., Dean
3301 College Avenue
Fort Lauderdale, Florida 33314
Email: durham@nova.edu

- D. 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.

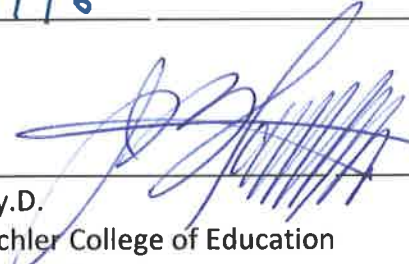
Signatures on the next page.

In Witness Whereof, the parties hereto have made and executed this Agreement on the date last signed below.

FOR NSU/FCE

By: 
Ralph V. Rogers, Ph.D.
Provost & Exec. VP for Academic Affairs

Date: 6/11/18

for  Jorge Blanco
Kimberly Durham, Psy.D.
Dean, Abraham S. Fischler College of Education

Date: 5/24/18

REVIEWED BY LEGAL
By: 
Rebecca S. Rosenthal, Esq.
Assoc. Counsel, Office for Legal Affairs

FOR SBBC

(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:

Office of the General Counsel

Exhibit 1

AFFILIATE TUITION DISCOUNT FORM available from NSU/FCE



AFFILIATE TUITION DISCOUNT FORM

This form must be completed and emailed to admitteam@nova.edu at the time of application.

*Applicable to Certificate, Bachelor's, Master's, Educational Specialist, and Doctoral programs only.
(Not applicable for Continuing Dissertation Services Fees, Books & Materials, Student Service Fees, Registration Fees, or Late Fees. Cannot be combined with any other discount or promotional offer)*

STUDENT INFORMATION

Date: _____

Entry Term: Summer 2017 (201750)
 Fall 2017 (201820)
 Winter 2018 (201830)

Full Name: _____
Last First M.I.

Home Address: _____
Street Address Apartment/Unit #

_____ City State ZIP Code

Home Phone: _____ Cell Phone: _____

Email Address: _____

District/ Employer: _____ School: _____

NSU Student ID: **N#** _____

CONDITIONS:

- Must be an active employee of one of the affiliates.
- Must provide proof of employment at the time of application:
 - School District/Employer verification letter, **or**
 - Copy of pay stub showing name, employer, and date
- Scholarship discount is available for first-time NSU/FCE students as well as FCE alumni entering a NEW master's, educational specialist, or doctoral program.
- Scholarship discount is valid only for students who are admitted *and* enrolled for the Summer 2017 (201750), Fall 2017 (201820), or Winter 2018 (201830) term.
- Scholarship discount of 20% applies to *tuition only*.
- Student must maintain continuous enrollment to continue to qualify for the scholarship discount.
- NSU employees are *not* eligible for this scholarship discount.

I, _____, certify that I am an active employee of an FCE affiliate. I understand
Name of Student
 all of the conditions, and do hereby apply for a 20% scholarship discount per FCE Affiliate promotion. I wish to pursue
 a(n) Certificate / B.S. / M.S. / Ed.S. / Ed.D. with a Specialization / Concentration in _____
(circle one) (circle one) Major/Subject

Student's Signature _____ Date: _____

APPROVALS

FCE Administration Approval Signature _____ Date: _____

Updated 8/23/17