

AGREEMENT

FOR

FLORIDA ATLANTIC UNIVERSITY COLLEGE OF BUSINESS OFFICE OF EXECUTIVE EDUCATION OPEN ENROLLMENT PROGRAM DISCOUNT



AGREEMENT

The Florida Atlantic University Board of Trustees (“FAU”), by and through the FAU College of Business Office of Executive Education, and The School Board of Broward County, Florida (SBBC), desire to have FAU offer certain open enrollment (non-degree) to current, employed SBBC employees. Such programs shall be offered as more specifically set forth in this Agreement.

I. PURPOSE

The purpose of this Agreement is to assist in the professional development of all SBBC employees who wish to advance and consider specific courses and career improvement curriculum offered by FAU College of Business Office of Executive Education. Authorization for participation in this program shall be the responsibility of FAU College of Business Office of Executive Education or designee and the SBBC Superintendent or designee. SBBC will facilitate the promotion of this initiative to SBBC Staff.

II. SPECIAL CONDITIONS

FAU agrees to the following conditions as follows:

- A. FAU shall create a “splash page” (www.business.fau.edu/browardschools) which lists both the open enrollment (non-degree) programs and the current degree (for-credit) programs available to current SBBC employees.
 1. SBBC grants FAU a limited, non-exclusive, royalty free, nontransferable license to use SBBC logo and name for the sole purpose of its use on the splash page, subject to SBBC prior written approval. Any and all rights with regards to such name and logo shall remain exclusively with SBBC. SBBC shall have the right to terminate FAU’s use of SBBC’s logo and name at any time by providing FAU with twenty-four (24) hours prior written notice. In any event, FAU’s right to this license shall terminate immediately upon the termination of this Agreement.
 2. “Current” SBBC employees shall be defined as full-time employees of SBBC.
- B. Program Offerings and Related Discounts:
 1. Open enrollment (non-degree) program discounts:
 - a. Current SBBC employees are eligible for:
 - i. 10% discount on any single employee registration. Registrant must contact the program coordinator PRIOR to payment being made in order to receive the discount. Payment made prior to discount being applied will not be adjusted; OR
 - ii. 20% discount if three (3) or more employees register for the same course session:

- a) FAU program coordinators will monitor registrations and require that 3+ individuals are identified and registrations validated prior to discount being applied.
 - b) Upon confirmation of the 3+ registrants, FAU program coordinator will apply the discount PRIOR to payment being made. Payment made prior to discount being applied will not be adjusted.
 - b. FAU reserves the right to cap the number of registrants from SBBC per class.
 - c. Customized group training for larger groups is available for SBBC. This option may provide additional savings. Customized group Training should be discussed and agreed upon in advance with the Assistant Director for Corporate Programs.
- 2. Degree (for-credit) programs:
 - a. There are **no discounts available on degree (for-credit) programs** for individual SBBC employees. The splash page will include a specific disclaimer that these degree, for-credit programs are not eligible for any individual discount.
 - b. On-site Corporate Degree programs may be available, subject to separate terms and group pricing.
- 3. All courses are held at FAU's Boca Raton or Davie campuses or via online distance learning modalities where applicable, unless otherwise noted.
- 4. Any current SBBC employee may register for any of the open enrollment programs listed on the SBBC splash page; employees must input "SBBC" in the "employer" field of the registration form for validation purposes.
 - a. SBBC will identify a single point of contact via whom FAU program coordinators may validate employee status as needed.
 - b. If other discounts are also offered in conjunction with any program in question, the SBBC employee will be eligible for the combined discounted amount.
- C. Employees must meet all admission requirements specific to each program(s) prior to enrollment. If requirements are not met, the SBBC employee may not be permitted to enroll.
- D. FAU reserves the right to conduct pre-qualification of each employee based on program requirements and deny enrollment if requirements are not adequately met.
- E. SBBC employees who successfully enroll in any program(s) listed on the splash page are otherwise subject to standard FAU regulations and policies, including without limitation payment and cancellation policies.

F. FAU and/or SBBC may terminate this AGREEMENT at any time, in each party's sole and absolute discretion. However, both FAU and SBBC understand and agree that SBBC employees who have paid for their enrollment at the time of termination will remain entitled to the discounts provided for in the AGREEMENT.

G. Disclosures of SBBC Employee Information.

In order for SBBC employees to take advantage of FAU's Open Enrollment programs and Related Discounts, SBBC may be asked to disclose the following employee information to FAU for verification purposes:

1. Employee first name
2. Employee last name
3. Employee work email address
4. Employee work address
5. Employee work phone number

Note: FAU may also use the employee's work email address to verify employment status for a discount on the registration fee. If an employee's work email address is not available at the time of program registration, FAU will accept an email from SBBC's Human Resources & Equity Division representative to verify employment status.

H. 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.

I. Safeguarding confidential employee records.

Notwithstanding any provision to the contrary within this Agreement, FAU 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.

J. Contacts

Vegar Wiik, Executive Director

Office of Executive Education
Florida Atlantic University
College of Business

Office Depot Center for Executive Education
777 Glades Rd, Bldg. 93, Ste. 201
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Email: vwiik@fau.edu

Alex Macri, Coordinator

Broward County Public Schools
Talent Acquisitions and Operations (Non-Instructional)

Leadership & Non-Instructional Development
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Davie, FL 33314
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Fax: 754-321-5090
Email: alex.macri@browardschools.com
www.browardschools.com

K. 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 have caused their duly authorized representatives to execute this AGREEMENT as of the date below.

FOR THE FOR FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

Executive Education
777 Glades Rd. Bldg. 93, Ste 201
Boca Raton, FL 33431

By: 

Title: Asst. Dir. Corp. Training

Date: 5/24/18

FOR SBBC

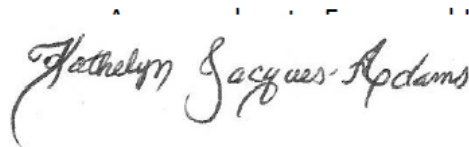
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools



Legal Content:
Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@gbrowardschools.com
Reason: Florida Atlantic University Board of Trustees
Date: 2018.02.26 15:22:03 -05'00'

Office of the General Counsel