



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2018-11-07 10:05 - School Board Operational Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	F. OFFICE OF ACADEMICS
<b>DEPARTMENT</b>	Teacher Professional Learning & Growth

<b>Special Order Request</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>Time</b>	
<b>Open Agenda</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No

**ITEM No.:**  
F-2.

**TITLE:**  
First Amendment to Agreement with Florida Atlantic University Board of Trustees

**REQUESTED ACTION:**  
Approve the First Amendment to Agreement between The School Board of Broward County, Florida (SBBC) and Florida Atlantic University Board of Trustees (FAU).

**SUMMARY EXPLANATION AND BACKGROUND:**  
The original Agreement was executed at the School Board Operational Meeting on August 7, 2018. The First Amendment to Agreement is submitted for amendment to Terms of Agreement 2.01: Scribner's error and 2.02 a,b: for course additions. The courses added to the Agreement are (a) Introduction to Theories and Practice of TESOL (TSL4080) and (b) ESOL Strategies for Content Area Teachers (TSL4324). These courses are now required by the Florida Department of Education to satisfy education semester hours for teachers on a temporary certificate in order for them to be eligible for their Professional Educators Certificate. This First Amendment to Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction  
 Goal 2: Continuous Improvement  
 Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
There is no financial impact to the District.

**EXHIBITS: (List)**  
(1) Amendment SBBC and FAU Bd of Trustees (2) Executed Board Item FF 1

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Dr. Fabian Cone	Phone: 754-321-5005
Name: Pamela R. Voss	Phone: 954-236-1337

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Signature  
Daniel F. Gohl  
10/18/2018, 1:28:16 PM

Approved In Open Board Meeting On: **NOV 07 2018**  
By: *Nora Ruppert*  
School Board Chair

# FIRST AMENDMENT TO AGREEMENT

7<sup>th</sup> THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this day of November, 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

**FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES**  
(hereinafter referred to as "FAU"),  
having its principal place of business at  
777 Glades Road, Boca Raton, Florida 33431

WHEREAS, SBBC and FAU entered into an Agreement dated August 7, 2018 (hereafter "Agreement"); and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement on through this First Amendment to Agreement (hereafter "Amendment").

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 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

**The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on upon the execution of all parties and shall conclude on September 30, 2019.

2.02 **FAU Responsibilities.** Commencing on or after December 15, 2018, FAU will provide the following sponsored courses to facilitate well-structured engagement in professional learning, specifically in courses that SBBC teachers need to complete their Florida Department of Education (FDOE) teaching certification.

(a) The FAU provided sponsored courses will:

1. Provide two sections of the three credit hours of education in EDF 3210- Applied Learning Theory;
2. Provide two sections of the three credit hours of education in EDG 4343- Classroom Instructional and Assessment Strategies;
3. Provide two sections of the three credit hours of education in RED 4335 - Content Reading: Middle and Secondary Schools;
4. Provide two sections of the three credit hours of education in EDG 4419- Building Classroom Management and Discipline;
5. Provide two sections of the three credit hours of education in EDF 3430- Educational Measurement and Evaluation;
6. Provide two sections of the three credit hours of education in TSL 4080- Introduction to Theories and Practices of TESOL: Elementary Schools;
7. Provide two sections of the three credit hours of education in TSL 4324- ESOL Strategies for Content Area Teachers: Middle and Secondary Schools;
8. Provide instruction to public school teachers representing the schools in Broward County Public Schools;
9. Be staffed by FAU faculty/instructors as approved by FAU, College of Education; and
10. Complete all required assessments described in the syllabi to determine performance evaluations in the courses.

(d) FAU Course Outline and Textbooks:

1. Applied Learning Theory (EDF 3210) 3 credits

This course addresses factors influencing the general and special learner and the learning process and implications of learning theories for curriculum, instruction and classroom management. Recent research as reflected in the knowledge base and applied to the classroom.

2. Classroom Instructional and Assessment Strategies (EDG 4343) 3 credits

A professional preparation course using research-based strategies that focus on the organization and development of instruction, effective assessment strategies with emphasis on data-driven decision-making, and instructional strategies that include the needs of diverse learners. Course emphasizes the education competencies of the Florida Educator Accomplished Practices.

3. Content Reading: Middle and Secondary Schools (RED 4334) 3 credits

This course is designed to facilitate the acquisition and integration of reading, writing, and study skills into middle and secondary school content areas.

4. Building Classroom Management and Discipline (EDG 4419) 3 credits

Course provides an overview of strategies and techniques for organizing and managing classroom settings. Strategies and techniques include arrangements for managing students, materials, time, and space. The course is appropriate for both elementary- and secondary-level teachers. Participants will engage in ongoing discussions of the relevance of the curriculum, key issues and topics in curriculum and instructional practice, share resources, and submit assignments through the Blackboard course site.

5. Educational Measurement and Evaluation (EDF 3430) 3 credits

A basic course to train students/teachers to integrate classroom assessment into instructional planning to improve student learning. Along with basic terminology, students develop particular skills in writing instructional objectives, developing test items of various types, constructing rating scales and understanding the interpretation of standardized tests.

6. Introduction to Theories and Practices of TESOL (TSL 4080) 3 credits

A practical course designed to introduce students to the special methods and unique experiences involved in the teaching of English to speakers of other languages.

7. ESOL Strategies for Content Area Teachers (TSL 4324) 3 credits

This course features the study and application of methods, strategies, issues, and materials for teaching Limited English Proficient students. Emphasis will be placed on the areas of language acquisition, multicultural concerns, ESOL through the content areas, and current trends in ESL teaching and learning. The LULAC-META Consent Decree will be explored. This course meets all DOE identified competencies for all special area teachers and all secondary education in service or preservice teachers in all content areas except English.

8. Textbooks:

Books and materials are the sole responsibility of the student.

1.03 **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:

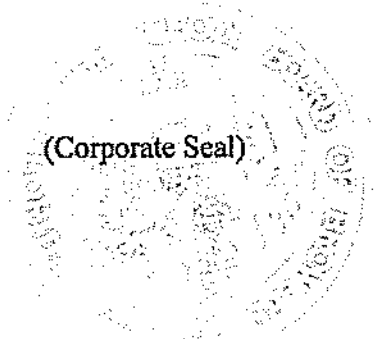
- a) this First Amendment to Agreement; **then**
- b) the Agreement.

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

1.05 **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.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**



(Corporate Seal)

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

**FOR SBBC:**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Nora Rupert, Chair

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  
Date: 2018.10.12 14:05:29 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**FOR FAU:**

(Corporate Seal)

Florida Atlantic University  
Board of Trustees

ATTEST:

By Diane Alperin  
Signature

\_\_\_\_\_  
, Secretary

Printed Name: Diane Alperin

Title: Senior Advisor, Academic Affairs

[Signature] -or-  
Witness

[Signature]  
Witness

APPROVED AS TO FORM  
AND LEGALITY  
General Counsel [Signature] 7/10/3/18  
Florida Atlantic University

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 2018 by Diane Alperin of \_\_\_\_\_  
Name of Person

Florida Atlantic Uni 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

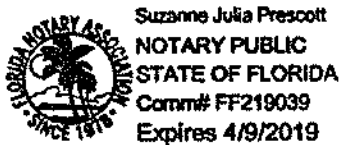
My Commission Expires: 4/9/2019

[Signature]  
Signature - Notary Public

Suzanne Julia Prescott  
Printed Name of Notary

(SEAL)

FF 219039  
Notary's Commission No.





# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
FF-1.

MEETING DATE	2018-08-07 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	FF. OFFICE OF ACADEMICS
DEPARTMENT	Teacher Professional Learning & Growth

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

**TITLE:**  
Agreement with Florida Atlantic University Board of Trustees

**REQUESTED ACTION:**  
Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Florida Atlantic University Board of Trustees (FAU). The Agreement period shall commence after School Board approval and shall expire on June 30, 2019.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The Broward Educator Certification (BEC) program at FAU offers teachers hired on a temporary teaching certificate a program of study and practice to help satisfy the education semester hours the State of Florida is requiring for full certification. Teachers completing the coursework are then eligible to apply for a Professional Educator's Certificate necessary to retain employment.  
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction   
 Goal 2: Continuous Improvement   
 Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
Based on a maximum of 75 students, SBBC will pay FAU tuition costs of \$604 and fees per student enrolled in each required course. The financial impact to the District is estimated at \$196,300. The funding source is Title II, Part A.

**EXHIBITS: (List)**  
(1) Executive Summary SBBC and FAU (2) Agreement between SBBC and FAU

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Dr. Fabian Cone	Phone: 754-321-5005
Name: Deborah Porter	Phone: 954-236-1326

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Signature  
Daniel F. Gohl  
7/19/2018, 3:36:43 PM

Electronic Signature  
Form #4189 Revised 08/04/2017  
RWR/ DG/FC/DP;dd

Approved in Open Board Meeting On: **AUG 07 2018**  
By: *Nora Rupert*  
School Board Chair



**Agreement with Florida Atlantic University Board of Trustees**  
**SBOM Board Item FF-1**  
**Meeting Date: August 7, 2018**

**Executive Summary**

**Overview:**

Agenda Item FF-1 is an Agreement between The School Board of Broward County, Florida (SBBC) and Florida Atlantic University Board of Trustees (FAU) to provide education courses for up to 75 teachers that have been hired on a temporary teaching certificate. These teachers have temporary certificates that expire in June 2019 and without successfully completing the required courses and a passing all of the Florida Teacher Certification Examinations, they will be released from employment. The funding allocated is through Title II, Part A under recruitment and retention of effective teachers not to exceed \$196,300.

**Background:**

Teacher Professional Learning and Growth (TPLG) manages two alternative certification programs, the Alternative Certification for Educators (ACE) and the Broward Educator Certification (BEC) programs. These programs are similar in that they support teachers on a temporary teaching certificate in gaining the education semester hours required by the Florida Department of Education. However, the programs are dissimilar in the manner in which these teachers satisfy these requirements. Table 1 provides additional information for the two programs.

*Table 1. Alternative Certification Program Comparison*

ACE	BEC
<b>3-Year Retention Rate: 88.6% *</b>	<b>2-Year Retention Rate: 83.9% **</b>
Content: FDOE approved competency-based tasks and assignments	Content: College education courses
Delivery: Online	Delivery: Online and Saturday classes at FAU and Broward College
Assessment: Rubric showing mastery of one or more of the Florida Educator Accomplished Practices (FEAPs) by a trained assessor (BCPS teacher)	Assessment: Course instructor and syllabus; mastery of FEAPs
Cost to participants: District funds have been allocated and the 2018-19 Cohort. Cost is \$0 for teachers	Cost to participants: College fees and course materials
Completion: Mastery of all 21 tasks, passing scores on all Florida Teacher Certification Exams, NTA, Reading Comp 2, Child Abuse Training	Completion: Education semester hours on Statement of Status of Eligibility, passing scores on all Florida Teacher Certification Exams

*\*Available data 2014-17*

*\*\*Program inception 2015-16*

BEC is offered at two partner institutions of higher education: Florida Atlantic University and Broward College. TPLG will provide tuition reimbursement to FAU through Title II, Part A for 50-75 teachers. These

teachers will have the opportunity to complete a program of study required by the FDOE and be eligible to apply for full certification and retain employment.

Another cohort is being planned with CareerSource and Broward College for 65 teachers with temporary teaching certificates expiring in June 2020. Table 2 provides an overview of the two BEC offerings.

*Table 2. BEC Programs at FAU and BC*

BEC at FAU	BEC at BC
Content: Online; 16 weeks	Content: Online, fast-track 5-6 weeks
Eligibility: Full time teacher of record; temporary certificate expiring June 2019	Eligibility: Full time teacher of record; temporary certificate expiring June 2020.
Tuition: No cost to teachers (Title II, Part A)	Tuition: No cost teachers or District (IWT CareerSource Broward Grant)
Cost to Participant: Fees and course materials	Cost to Participant: Fees and courses materials

**Financial Impact:** The funding allocated is through Title II, Part A under recruitment and retention of effective teachers not to exceed \$196,300. These funds are to be used solely for this purpose.

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 7<sup>th</sup> day of August 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

**FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES**  
(hereinafter referred to as "FAU"),  
whose principal place of business is  
Board of Trustees  
777 Glades Road, Boca Raton, Florida 33431

**WHEREAS**, Florida Atlantic University (FAU) and The School Board of Broward County, FL (SBBC) shall collaborate to continue to provide the Broward Educator Certification (BEC) program to support the retention of teachers.

**WHEREAS**, SBBC desires that certain Broward County Public School employees on a temporary teaching certificate increase their level of skill and apply for the Professional Educator's Certificate for full certification in the State of Florida. FAU offers coursework to help prepare teachers through a rigorous program of study and practice necessary to retain employment. The professional learning and coursework includes: (1) EDF 3210- Applied Learning Theory, (2) EDG 4343-Classroom Instructional and Assessment Strategies, (3) RED 4335-Content Reading: Middle and Secondary Schools, and (4) EDG 4419-Building Classroom Management and Discipline;(5) EDF 3430 Educational Measurement and Evaluation.

**WHEREAS**, the SBBC intends to enter into an Agreement with Florida Atlantic University (FAU) Board of Trustees for the purpose of training employees through a curriculum provided by FAU.

**WHEREAS**, to enroll in the FAU courses, teachers seeking full certification send their personally identifiable information directly to FAU. SBBC will disclose SBBC teachers' names and work email addresses to FAU for registration purposes; and

**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 VIII.9. of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on September 30, 2018.

2.02 FAU Responsibilities: FAU will provide the following sponsored courses to facilitate well-structured engagement in professional learning, specifically in courses that SBBC teachers need to complete their Florida Department of Education (FDOE) teaching certification.

- (a) The FAU provided sponsored courses will:
1. Provide three sections of the three credit hours of education in EDF 3210 – Applied Learning Theory;
  2. Provide three sections of the three credit hours of education in EDG 4343 – Classroom Instructional and Assessment Strategies;
  3. Provide two section of the three credit hours of education in RED 4335 – Content Reading: Middle and Secondary Schools;
  4. Provide three sections of the three credit hours of education in EDG 4419 – Building Classroom Management and Discipline;
  5. Provide three sections of the three credit hours of education in EDF 3430 – Educational Measurement and Evaluation;
  6. Provide instruction to public school teachers representing the schools in Broward County Public Schools;
  7. Be staffed by FAU faculty/instructors as approved by FAU, College of Education; and
  8. Complete all required assessments described in the syllabi to determine performance evaluations in the courses.
- (b) The FAU course sessions will be administered as a Sponsored Program through FAU College of Education. This will include:
1. Registration of students online by FAU to process with registrar
    - a. Will take place on the start date determined by agreement with the SBBC and FAU College of Education;
    - b. Be handled by FAU through online registration
    - c. Will include FAU academic credit for the contact hours per course;

- d. For students that have submitted a signed FERPA release, will notify SBBC immediately if any participant fails to complete a course;
- e. Participants must have a bachelor's degree, be a teacher in a school in Broward County Public Schools, and meet the general admission requirements of FAU for non-degree student;
- f. The SBBC will select participants based upon certification recommendation and teacher interest in participating in these fast track sections, the sponsor of the courses. FAU is not responsible for the selection of the participants.
- g. If participants drop the course after the first class, no refunds will be given concerning any fees, application or tuition based; and
- h. All general admission requirements must be supplied at least 20 days before the start of the semester in which classes will be attended.

(c) Class Scheduling

- 1. Site arrangements will be made by FAU and take place on the Davie Campus of FAU or online.
- 2. Time will be agreed upon mutually by FAU, SBBC and the Instructor of record.

(d) FAU Course Outline and Textbooks:

- 1. Applied Learning Theory (EDF 3210) 3 credits  
This course addresses factors influencing the general and special learner and the learning process and implications of learning theories for curriculum, instruction and classroom management. Recent research as reflected in the knowledge base and applied to the classroom.
- 2. Classroom Instructional and Assessment Strategies (EDG 4343) 3 credits  
A professional preparation course using research-based strategies that focus on the organization and development of instruction, effective assessment strategies with emphasis on data-driven decision-making, and instructional strategies that include the needs of diverse learners. Course emphasizes the education competencies of the Florida Educator Accomplished Practices.
- 3. Content Reading: Middle and Secondary Schools (RED 4334) 3 credits  
This course is designed to facilitate the acquisition and integration of reading, writing, and study skills into middle and secondary school content areas.
- 4. Building Classroom Management and Discipline (EDG 4419) 3 credits  
Course provides an overview of strategies and techniques for organizing and managing classroom settings. Strategies and techniques include

arrangements for managing students, materials, time, and space. The course is appropriate for both elementary- and secondary-level teachers. Participants will engage in ongoing discussions of the relevance of the curriculum, key issues and topics in curriculum and instructional practice, share resources, and submit assignments through the Blackboard course site.

5. Educational Measurement and Evaluation (EDF 3430) 3 credits

A basic course to train students/teachers to integrate classroom assessment into instructional planning to improve student learning. Along with basic terminology, students develop particular skills in writing instructional objectives, developing test items of various types, constructing rating scales and understanding the interpretation of standardized tests.

6. Textbooks:

Books and materials are the sole responsibility of the student.

2.03 SBBC Responsibilities: Based on a minimum of twelve students and a maximum of twenty-five (25) students per course SBBC Department of Teacher Professional Learning and Growth will coordinate the selection of up to seventy-five (75) teachers to participate in the BEC program.

2.04 Cost:

- (a) To pay the College of Education, Florida Atlantic University a total of \$603.87 per student enrolled in each course. Students are responsible for all other fees (Non-degree registration application fee, transportation access fee, owl card fee, and eLearning fee, if course is delivered online).
- (b) SBBC shall pay FAU within two weeks of receiving the invoice.

2.05 Program Administration: FAU College of Education agrees to assume responsibility for academic integrity of the course and provide academic credit. In addition, both parties agree there will be no discrimination on the basis of race, color, national origin, sex, religion, age, marital status, veteran status, sexual orientation or disability.

2.06 Inspection of FAU's Records by SBBC. FAU shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All FAU's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by FAU or any of FAU's payees pursuant to this Agreement. FAU's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

FAU's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) FAU's Records Defined. For the purposes of this Agreement, the term "FAU's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to FAU's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to FAU pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide FAU reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to FAU's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by FAU to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any FAU's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by FAU in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by FAU. If the audit discloses billings or charges to which FAU is not contractually entitled, FAU shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. FAU shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by FAU to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any

Payee's costs from amounts payable by SBBC to FAU pursuant to this Agreement and such excluded costs shall become the liability of FAU.

(h) Inspector General Audits. FAU shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 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: Daniel F. Gohl  
Chief Academic Officer  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To FAU Dr. Don Torok, Associate Dean  
Florida Atlantic University  
College of Education, Dean's Office  
777 Glades Road  
Boca Raton, Florida 33431

With a Copy to: Dr. Valerie Bristor  
Dean, College of Education  
Florida Atlantic University  
777 Glades Road  
Boca Raton, Florida 33431



### 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, 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 thirty (30) 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 Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

**3.08 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

**3.09 Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. FAU shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, FAU shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. FAU shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if FAU does not transfer the public records to SBBC. Upon completion of the Agreement, FAU shall transfer, at no cost, to SBBC all public records in possession of FAU or keep and maintain public records required by SBBC to perform the services required under the Agreement. If FAU transfers all public records to SBBC upon completion of the Agreement, FAU shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FAU keeps and maintains public records upon completion of the Agreement, FAU shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

3.10 **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. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **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.

3.14 **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.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or 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.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, 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.

3.25 **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.

3.26 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.

3.27 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.

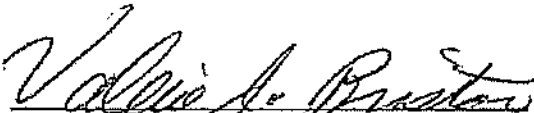


FOR FAU

Florida Atlantic University  
Board of Trustees

By   
\_\_\_\_\_  
Dr. Gary Perry, Provost\*

ATTEST:

  
\_\_\_\_\_  
Dr. Valerie Brister, Dean  
College of Education

APPROVED AS TO FORM  
AND LEGALITY *2/25/12*  
General Counsel  
Florida Atlantic University

\*Delegated signature authority of Florida Atlantic University Board of Trustees pursuant to FAU Regulation 6.002 and University Policy 11.1