



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
EE-4.

MEETING DATE	2019-06-25 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Grants Administration

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:

First Amendment-Agreement with the University of Florida

REQUESTED ACTION:

Amend the first agreement between The School Board of Broward County, Florida and The Board of Trustees of the University of Florida (UF). The first amendment begins upon full execution by all parties and concludes on October 31, 2020.

SUMMARY EXPLANATION AND BACKGROUND:

The James Patterson Literacy Challenge at UF will address persistent problems in early literacy by working with schools to change their literacy culture. UF will accomplish this through transformative professional learning experiences for teachers and school leaders. The First Amendment extends the Agreement terms by increasing the in-kind services valued at an additional \$622,000 and adds subsequent programming by increasing the number of schools participating from two to ten. The First Amendment 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:

The positive financial impact comes through additional in-kind services valued at \$622,000 throughout the contract period. There is no additional financial impact to the District.

EXHIBITS: (List)

(1) Executive Summary (2) Agreement with University of Florida (3) Agreement with UF_SBOM 061218

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Jennifer Bigos, Director-Exceptional Student Services	Phone: 754-321-3465
Name: Lori Canning, Executive Director-Early Learning	Phone: 754-321-1953

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
6/10/2019, 10:25:25 AM

Approved In Open Board Meeting On:

JUN 25 2019

By: *Heather P. Burkwood*
School Board Chair

AGREEMENT EXECUTIVE SUMMARY

EE-4 June 25, 2019

Grant Program	The James Patterson Literacy Challenge at the University of Florida
Funds Requested	\$0 (\$622,000 in-kind services donation awarded)
Financial Impact Statement	The positive financial impact comes through additional in-kind services valued at \$622,000 throughout the contract period. The First Amendment extends the Agreement terms by increasing the in-kind services valued at an additional \$622,000 and adds subsequent programming by increasing the number of schools participating from two to ten. The Office of School Performance & Accountability and Elementary Learning Department will support the project through school general budget professional development funds, Title I, School Improvement Grant (SIG), and District professional development funds. There is no additional financial impact to the District.
Schools Included	Elementary Schools: Atlantic West, Bethune, Castle Hill, Larkdale, Margate, Markham, Miramar, Pinewood, Pompano, Sunshine
Managing Department	Exceptional Student Learning Support (ESLS): Pre-K and Elementary
Source of Additional Information	<ol style="list-style-type: none"> 1. Jennifer Bigos, Director Pre-K/Elementary – Exceptional Student Learning Support 754-321-3436 2. Dr. Antoine Hickman, Executive Director – Exceptional Student Learning Support 754-321-3465 3. Dr. Lori Canning, Executive Director-Early Learning and Language Acquisition 754-321-1953
Project Description	<p>The James Patterson Literacy Challenge at UF will address persistent problems in early literacy by working with schools to change their literacy culture. UF will accomplish this through transformative professional learning experiences for teachers and school leaders.</p> <p>Participating schools will be encouraged to adopt evidence-based curricula and methods for literacy instruction and intervention at all grade levels. In addition, UF will assess each school's needs and work with them to develop a customized literacy acceleration plan. The plan will focus on professional development needs, but they will also address the overall literacy environment (e.g., core curricula, classroom libraries, schedules). Plans are to include the following:</p> <ul style="list-style-type: none"> • face-to-face professional development sessions for all teachers and school leaders (1-2 weeks in the summer, 4-8 days during the school year, 2-5 days the following summer and periodically beyond that); • support of ongoing professional learning activities in each school (e.g., professional reading discussion groups); • personalized online professional development for all teachers and school leaders; • intensive online professional learning for reading coaches and grade-level team leaders, interventionists, and special education teachers; • participation by school teams in Research-in-Action Days at P.K. Yonge DRS; • participation by selected teachers in Summer Scholars Academy during Summer Adventures in Literacy (initially at P.K. Yonge DRS); • participation by reading coaches in the Lastinger Literacy Coaching modules; • ongoing, school-based direct support from a Master Teacher; • development of local 'Summer Adventures in Literacy' programs to support sustainable, cost-effective, ongoing professional development and coaching for teachers along with local, direct intervention for struggling readers; and

AGREEMENT EXECUTIVE SUMMARY

	<ul style="list-style-type: none"> • participation in UFLI Basic and Small-Group for all K-3 teachers and UFLI Intensive training for special education teachers, interventionists, and reading coaches.
Evaluation Plan	<p>Accomplishing real change will require comprehensive, schoolwide efforts, including intensive professional development and coaching, adoption of evidence-based curricula and instructional methods, and efficient and effective use of literacy data. UF anticipates working closely with each selected school for three years, with a gradual release of responsibility to the school. Ultimately, UF intends to build the capacity of participating schools so their successes can be sustained. Florida standardized testing will be the key metric of success.</p>
Research Methodology	<p>Two of the biggest problems facing low-performing schools are (a) many children arrive at school each year unprepared for the literacy expectations of their grade level and (b) many teachers are unprepared to address the needs of struggling readers. Past attempts to address these problems have tended to rely on one-size-fits-all curricula, superficial professional development efforts, and supposed quick fixes, none of which have led to sustained changes. The James Patterson Literacy Challenge propose a wholly different approach to be accomplished through transformative professional learning experiences for teachers and school leaders.</p>
Alignment with Strategic Plan	<p>All activities in this grant are aligned to District Strategic Plan Goal 1: High-Quality Instruction (Literacy and Early Learning)</p>
Level of Support provided by GAGP	<p>GAGP staff provided Level 3 support with contract writing and routing facilitation. GAGP also prepared the executive summary for the board agenda, facilitated inclusion of the grant and contract on the board agenda, and will track the grant within the grants management system.</p>

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 25th day of June, 2019, 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

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
(hereinafter referred to as "UF-JPLC")
Having its principal place of business at
1403 Norman Hall PO BOX 117050, Gainesville, FL 32611.

WHEREAS, SBBC and UF-JPLC entered into an Agreement dated June 12, 2018, (hereafter "Agreement"); and

WHEREAS, the Agreement entered into between SBBC and UF-JPLC outlined the elements of a collaboration to provide intensive professional development, coaching, and support within the SBBC school district in order to adopt the use of evidence-based curricula and instructional methods, and support the teacher's use of literacy data; and

WHEREAS, the James Patterson Literacy Challenge offers schools professional development for their teachers and leaders to more effectively meet the literacy needs of their students; and

WHEREAS, the James Patterson Literacy Challenge will support the ongoing professional learning activities in each participating school, provide personalized online professional development for all invited teachers and school leaders, and guide participating schools in the development of a summer literacy program to support sustainable, cost-effective, ongoing professional development and coaching for teachers along with local, direct intervention for struggling readers; and

WHEREAS, SBBC and UF-JPLC wish to expand the current program to serve up to a total of ten (10) elementary schools; and

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

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.

1.02 **Term of Agreement.** Pursuant to Article 2.01, the term of the Agreement is hereby extended from July 1, 2020 through October 31, 2020, unless terminated earlier pursuant to Article 3.05 Termination of the Agreement.

1.03 **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:

2.02 **Deliverables-UF-JPLC:**

3. Provide the teachers and other key staff of the participating school with:
- a. Staff development and technical assistance on proven and research-based literacy assessment, instruction, and intervention practices through a five-day Summer Institute in 2018, 2019, and 2020 along with at least four additional days during the 2018-2019, 2019-2020, and 2020-2021 school year.
 - b. Ongoing, school-based technical assistance with individual teachers or grade-level teams to support the implementation of these practices.
 - c. Access to high quality online professional development resources.
 - d. A scholarship to cover tuition and books for one teacher at each participating school to complete the 15-credit hour, online Dyslexia Graduate Certificate at the University of Florida.
4. Provide select SBBC staff of the Exceptional Student Learning Support Division with :
- a. Staff development and technical assistance on proven and research-based literacy assessment, instruction, and intervention practices through a five-day Spring Institute in 2019 and 2020.

- b. Ongoing, district-based technical assistance to support the implementation of these practices.

2.03 Deliverables-SBBC and Program Timeline - UF-JPLC and SBBC:

- (a) **In-kind Financial / Resource Commitments**
 - 1) Provide stipends for teachers from participating schools to attend the Summer Institute and any other professional development activities that are planned for outside contracted hours for school personnel.
 - 2) Provide appropriate classroom space or school facilities and equipment (e.g., projectors) necessary to deliver the Summer Institute.
 - 3) Provide space and equipment for ongoing follow-up professional development at each participating school.

- (b) **SBBC-School Section:** SBBC will collaborate with UF-JPLC to recruit up to ten schools to participate in the James Patterson Literacy Challenge across two clusters of schools – the initial piloting cluster and the expansion cluster.

- (c) **Program Timeline - UF-JPLC and SBBC**
 - 1) **Application - May 2018**
 - (i) Identify a cluster of approximately 3 target schools
 - (ii) Conduct comprehensive guided self-study in each target school
 - (iii) Develop each school's Literacy Acceleration Plan with school personnel

 - 2) **Summer 2018**
 - (i) Implement first Summer Institute with initial cluster
 - (ii) Invite school personnel to visit Summer Adventures in Literacy program at PK Yonge DRS
 - (iii) Guide schoolwide planning for 2018-19 school year

 - 3) **Late Fall 2018 and Spring 2019:**
 - (i) District identifies schools it considers to be candidates for program expansion.

- (ii) Identified schools attend a JP Literacy Challenge Overview
 - (iii) February 1, 2019: Application for new schools is due
 - (iv) February 19, 2019: Schools are selected for the expansion cluster
 - (v) March 15, 2019: Self-study process will begin on expansion cluster
 - (vi) Conduct a comprehensive guided self-study at each targeted school
 - (vii) Gradual release of responsibility for ongoing professional learning for original two schools (Castle Hill, Larkdale)
 - (viii) Implement Spring Institute with district staff
- 4) **Summer 2019:**
- (i) Implement Summer Institute for all schools in the program
 - (ii) Invite school personnel to visit Summer Adventures in Literacy program at PK Yonge DRS
 - (iii) Guide school-wide planning for 2019-2020 school year
- 5) **Fall 2019 – Spring 2020:**
- (i) Implement online PD activities for all schools
 - (ii) Implement additional professional learning activities (e.g., Research-in-Action Days at PKY, professional reading discussion groups)
 - (iii) Provide ongoing, classroom-based support and coaching from Master Teachers
 - (iv) Gradually release responsibility to initial cluster schools for ongoing professional learning activities
 - (v) Implement Spring Institute with district staff
 - (vi) Provide ongoing, district-based technical assistance for SBBC staff
- 6) **Summer 2020:**
- (i) Implement Summer Institute for expansion schools

- (ii) Guide school-wide planning for 2020-2021 school year

7) **Fall 2020:**

- (i) Implement online PD activities for expansion schools
- (ii) Implement additional professional learning activities (e.g., Research-in-Action Days at PKY, professional reading discussion groups) for expansion schools
- (iii) Provide ongoing, classroom-based support and coaching from Master Teachers for expansion schools
- (iv) Provide ongoing, district-based technical assistance for SBBC staff
- (v) Gradually release responsibility to expansion cluster schools for ongoing professional learning activities

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; then
- 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.

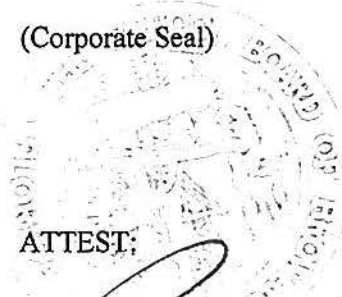

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

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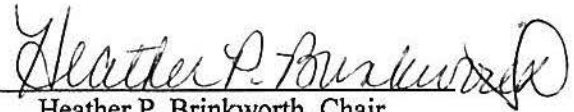
FOR SBBC:

(Corporate Seal)


ATTEST:



Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: University of Florida Board of Trustees
Date: 2019.05.21 12:40:53 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR UF-JPLC:

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

W. Walker Pheasant
Witness W. Walker Pheasant

Z.H. Dupee
Witness Z.H. Dupee

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By [Signature]
Signature

Printed Name: Lisa C Stroud

Title: Associate Director

STATE OF Florida

COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 7th day of June, 2019 by Lisa Stroud of

University of Name of Person

Florida Board of Trustees 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:

09/06/2022

[Signature]
Signature - Notary Public

Anastasia Judd
Printed Name of Notary

(SEAL)

GG 256314
Notary's Commission No.



AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of June 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

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
(hereinafter referred to as "UF-JPLC")
Whose principal place of business is
1403 Norman Hall PO BOX 117050, Gainesville, FL 32611.

WHEREAS, this Agreement entered into between SBBC and UF-JPLC outlines the elements of a collaboration to provide intensive professional development, coaching, and support within the SBBC school district in order to adopt the use of evidence-based curricula and instructional methods, and support the teacher's use of literacy data. The schools that will participate in the Patterson Literacy Challenge are Broadview Elementary, Castle Hill Elementary, and Larkdale Elementary; and

WHEREAS, the James Patterson Literacy Challenge offers the schools professional development for their teachers and leaders to more effectively meet the literacy needs of their students;

WHEREAS, the James Patterson Literacy Challenge will support the ongoing professional learning activities in each school, provide personalized online professional development for all teachers and school leaders, and guide schools in the development of a summer literacy program to support sustainable, cost-effective, ongoing professional development and coaching for teachers along with local, direct intervention for struggling readers;

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 3.05 of this Agreement, the term of this Agreement shall commence on **at the time of full execution by all parties** and conclude on **June, 30, 2020**. It is mutually agreed that efforts will be made to continue the James Patterson Literacy Challenge program next school year based on the availability of funding and mutual satisfaction with the program based on this Agreement.

2.02 **Deliverables-UF-JPLC:** The University of Florida Board of Trustees (UF-JPLC) is committed to a professional development program with continuous evaluation that will be maintained by an on-site UF-JPLC Facilitator and UF-JPLC support staff from the University of Florida; the responsibilities of the JPLC include:

1. Establish a mutually beneficial collaboration between The University of Florida Board of Trustees and The School Board of Broward County upon execution of both parties to June 30, 2020.
2. Maintain an active, involved James Patterson Literacy Challenge support staff to provide oversight for the implementation, operation, and continuous improvement of the professional development programs at participating schools.
3. Provide the teachers and other key staff of the participating school with:
 - a. Technical assistance and staff development on proven and research-based literacy assessment, instruction, and intervention practices through a five-day Summer Institute and at least four additional days during the 2018-19 school year.
 - b. Ongoing, school-based technical assistance with individual teachers or grade-level teams to support the implementation of these practices.
 - c. Access to high quality online professional development resources.
 - d. A scholarship to cover tuition and books for one teacher at each participating school to complete the 15-credit hour, online Dyslexia Graduate Certificate at the University of Florida.

2.03 **Deliverables-SBBC:**

1. In-kind Financial / Resource Commitments

- a. Provide stipends for teachers from participating schools to attend the Summer Institute and any other professional development activities that are planned for outside contracted hours for school personnel.
- b. Provide appropriate classroom space or school facilities and equipment (e.g., projectors) necessary to deliver the Summer Institute.
- c. Provide space and equipment for ongoing follow-up professional development at each participating school.

2. Program Commitments: Timeline

a. Application - May 2018

- o Identify a cluster of approximately 3 target schools
- o Conduct comprehensive guided self-study in each target school
- o Develop each school's Literacy Acceleration Plan with school personnel

b. Summer 2018

- o Implement first Summer Institute with initial cluster
- o Invite school personnel to visit Summer Adventures in Literacy program at PK Yonge DRS
- o Guide schoolwide planning for 2018-19 school year

c. Fall 2018 through Spring 2019

- o Implement online PD activities
- o Implement additional professional learning activities (e.g., Research-in-Action Days at PKY, professional reading discussion groups)
- o Provide ongoing, classroom-based support and coaching from Master Teachers

d. Summer 2019

- o Implement "Next Level" Summer Institute
- o Guide planning for 2019-20 school year

e. Fall 2019 and beyond

- o Gradually release responsibility to schools for ongoing professional learning activities

2.04 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: Jennifer Bigos
Director Pre-K/Elementary
Exceptional Student Learning Support
Arthur Ashe Campus
1701 Northwest 23rd Avenue
Ft. Lauderdale, FL 33311

To UF-JPLC: Technical Notices:
Dr. Holly Lane
College of Education
1403 Norman Hall
PO BOX 117050
Gainesville, FL 32611-7044

Administrative Notices:
Stephanie Gray
Assistant Vice President
University of Florida
Division of Sponsored Programs
207 Grinter Hall
P.O. Box 115500
Gainesville, FL 32611-5500
Phone: (352) 392-9267
Email: ufawards@ufl.edu

2.05 **Background Screening.** UF-JPLC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of UF-JPLC or its personnel providing any services under the conditions described in the previous sentence. UF-JPLC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the UF-JPLC and its personnel. The parties agree that the failure of UF-JPLC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

2.06 **Insurance Requirements.** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

2.07 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.

2.08 Disclosure of Education Records. Although no student education records shall be disclosed pursuant to this Agreement, should UF-JPLC come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. This Agreement supersedes any notice of student data collection in UF-JPLC's privacy policy.

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, and 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 forty-five (45) 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 Public Records. This contract shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws relating to records retention. The Parties shall keep records to show its compliance with program requirements. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.8 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. UF-JPLC shall regard all student information as confidential and will not disclose any student information to any third party.

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

3.10 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.

3.11 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.

3.12 Assignment. Neither this Agreement nor 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.

3.13 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, if applicable, 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. Records will be retained for five years after agreement termination.

3.19 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.

3.20. Liability. 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.

A. Each party agrees to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the limitations and defenses provided by Florida Statutes 768.28. The university, as a public body corporate, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the University.

3.21 Travel. Each party is responsible to cover the cost of any travel necessary to fulfill the obligations under this agreement.

3.22 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 SBBC

(Corporate Seal)

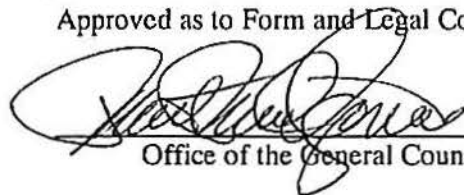
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Nora Rupert, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 06/01/18
Office of the General Counsel

FOR UF-JPLC

(Corporate Seal)

ATTEST:

By Steph M
Authorized Representative

Secretary

Wm C [Signature]
Witness

Barry Forest
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 13 day of July, 2018 by Stephanie Gray of University of Florida, on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency
He/She is personally known to me or produced 66 016250 as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Jennifer Joanne Whitney
Signature - Notary Public

Jennifer Whitney
Printed Name of Notary

66 016250
Notary's Commission No.

(SEAL)

