



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2019-06-25 10:05 - Regular School Board Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	G. OFFICE OF HUMAN RESOURCES
<b>DEPARTMENT</b>	Talent Acquisition & Operations (Instructional Staffing)

<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.:**  
G-5.

**TITLE:**  
Agreement between College Board and The School Board of Broward County, Florida

**REQUESTED ACTION:**  
Approve the Agreement between College Board and The School Board of Broward County, Florida, to enter into a Chinese Guest Teacher Agreement.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The Chinese Guest Teacher Agreement between College Board and The School Board of Broward County, Florida, has allowed a guest teacher from the People's Republic of China to teach Chinese language and culture in Broward County Public Schools for the 2018-19 school year. College Board has agreed, to extend SBBC's participation in the Chinese Guest Teacher Agreement Program for the 2019-2020 school year. This Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel. This Agreement will be executed by College Board after School Board approval.

**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 School District. Funding for this position has been allocated in the school budget.

**EXHIBITS: (List)**  
(1) GuestTeacherAgreement2019

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

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Susan Rockelman	Phone: 754-321-2320
Name: Guy Barmoha	Phone: 754-321-2119

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

Alan Strauss - Chief Human Resources & Equity Officer

Signature  
*Alan I. Strauss*  
6/17/2019, 4:37:25 PM

Approved In Open Board Meeting On: **JUN 25 2019**  
By: *Heather P. Burkwood*  
School Board Chair

## EXECUTIVE SUMMARY

Below is an executive summary of the Amendment to the Agreement between The School Board of Broward County, Florida and College Board.

Program	2 <sup>nd</sup> Amendment to the current Chinese Guest Teacher Agreement with College Board
Status	Request approval of the 2 <sup>nd</sup> Amendment to the Chinese Guest Teacher Agreement with College Board
Funds Requested	None
Financial Impact Statement	This position has been included in the school's general budget. College Board will supplant \$13,000 of the teacher's salary
Managing Department/School	Secondary Learning
Project Description	The Amendment to the Chinese Guest Teacher Agreement between College Board and The School Board of Broward County, Florida, will enable the current guest teacher from the People's Republic of China to continue to teach Chinese language and culture at Millennium 6-12 Collegiate Academy subject to the terms and conditions of the contract. College Board will provide \$13,000 toward the teacher's salary. The Chinese Guest Teacher Agreement is effective through June 3, 2020.

## SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("*Amendment*") is entered into as of June 25, 2019 by and between School Board of Broward County, Florida ("*SBBC*") and the College Board ("*College Board*" and together with SBBC, collectively referred to herein as the "*Parties*" and individually, as a "*Party*").

WHEREAS, the Parties are parties to that certain Agreement made and entered into as of 6<sup>th</sup> day of June, 2017 (the "*Agreement*") which provides the terms and conditions of the Chinese Guest Teacher program pursuant to which SBBC hosts guest teachers from the People's Republic of China to teach Chinese language and culture on Broward County Public Schools; and

WHEREAS, SBBC has requested, and College Board has agreed, to extend SBBC's participation in the Program for another one year term and to amend the Agreement as more fully described in this Amendment;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the Parties agree as follows:

1.0 The following items are

1. Amendments.

- (a) Section 3 of the Agreement is hereby amended by replacing the term "2018" with "2020".
- (b) Section 4 of the Agreement is hereby amended by amending the definitions of "Start Date" to August 7, 2019 and "End Date" to June 3, 2020.
- (c) Section 4(E) of the Agreement is hereby amended by replacing the term "2018" with "2020".
- (d) Section 4(N) of the Agreement is hereby amended by replacing the following phrases: (i) "2017-2018 school year" with "2019 – 2020 school year"; (ii) "May 10, 2017" with "May 17, 2019"; and (iii) "June 2, 2017" with "June 6, 2019".
- (e) Section 5(B) of the Agreement is hereby amended by replacing the term "2018" with "2020".
- (f) Section 7(A) of the Agreement is hereby amended by amending the nonrefundable administrative fees by replacing the list of fees in its entirety as follows:

Visa Processing Fee:	\$1,350 for new teachers & \$500 for renewing teachers
Health Insurance Fees:	estimated 12-month total of \$2,151 (\$179.25 monthly premium)*

Processing Fees:	\$50 for each Teacher
Year Total:	\$ 3,551 for new teachers & \$2,701 for renewing teachers

and (ii) replacing the phrase “June 7, 2018” in the second bullet point with “June 3, 2020”.

2.0 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 Second Amendment to Agreement; and
- b) the First Amendment to Agreement; and
- c) the Agreement.

**FOR SBBC**



(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

A handwritten signature in black ink, appearing to read "Robert W. Runcie", written over a horizontal line.

Robert W. Runcie, Superintendent of Schools

By A handwritten signature in black ink, appearing to read "Heather P. Brinkworth", written over a horizontal line.

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:

A handwritten signature in black ink, written over a horizontal line.

Office of the General Counsel

**FOR COLLEGE BOARD**

(Corporate Seal)

COLLEGE ~~ENTRANCE EXAMINATION~~  
BOARD

ATTEST:

James N. Monty  
Secretary

By [Signature]  
Signature

Printed Name: Linda Liu

Title: VP, International

-or-  
[Signature]  
Witness

\_\_\_\_\_  
Witness

STATE OF New York

COUNTY OF Kings

The foregoing instrument was acknowledged before me this 25 day of July, 2019 by Linda Liu of

College Board on behalf of the corporation/agency. He/She is personally known to me or produced N/A as identification and did/did not first take an oath. Type of Identification

My Commission Expires: July 21, 2020

[Signature]  
Signature - Notary Public

Robyn L. Zeller  
Printed Name of Notary

(SEAL)

**ROBYN L. ZELLER**  
NOTARY PUBLIC, State of New York  
No. 01ZE8190251  
Qualified in Kings County  
Term Expires: July 21, 2020

01ZE6190251  
Notary's Commission No.