



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-09-04 10:05 - School Board Operational Meeting	Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
ITEM No.:	AGENDA ITEM	Time
EE-3.	ITEMS	
	CATEGORY	Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No
	EE. OFFICE OF STRATEGY & OPERATIONS	
	DEPARTMENT	
	Procurement & Warehousing Services	

TITLE:
Recommendation to Approve First Amendment to Agreement and Additional Spending Authority - 58-062V - Educational Equity Partnership Project

REQUESTED ACTION:
Approve the First Amendment to Agreement and additional spending authority for the above Agreement. Contract Term: June 13, 2017 through June 30, 2021, 4 Years; Additional Requested Amount: \$36,327; New Award Amount: \$595,927; Awarded Vendor(s): Florida Atlantic University; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
The Teacher Incentive Fund 5 grant includes a component for social-emotional learning and pedagogy equitable practices in the classroom. Through this partnership with Florida Atlantic University, a residential teaching program will be established for our educators. Teachers will be instructed by certified university personnel in a lab setting where they will then have the opportunity to immediately practice the techniques learned with their students. This First Amendment to Agreement incorporates Year four (4) of the residential teaching program.

The amendment to the 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: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:
The estimated financial impact to the District will be \$36,327. The contract award amount was \$559,600. This request is to increase the spending authority by \$36,327, bringing the new contract value to \$595,927. The funding source is the Teacher Incentive Fund 5 competitive grant. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) First Amendment to Agreement (3) Approved ARF 6-13-2017 SBOM II-3 (4) Financial Analysis Worksheet

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Valerie S. Wanza/Angela Brown	Phone: 754-321-3838
Name: Mary C. Coker	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
8/26/2019, 12:41:28 PM

Approved In Open Board Meeting On:

SEP 04 2019

By: *Heather P. Burkhardt*
School Board Chair

EXECUTIVE SUMMARY

Recommendation to Approve First Amendment to Agreement and Additional Spending Authority 58-062V – Educational Equity Partnership Project

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the First Amendment with additional spending authority to the Agreement between Florida Atlantic University and The School Board of Broward County, Florida. The original agreement was approved by the School Board on June 13, 2017, RSBM, under Item II-3, with a contract term of four (4) years beginning June 13, 2017 through June 30, 2021. The basis of this amendment is to include a fourth year (4) cost as amended by Appendix A of the agreement.

The additional spending authority being requested to cover the fourth year of the agreement is \$36,327.

Goods/Services Description

Responsible: Coaching & Induction (C&I)

Florida Atlantic University and The School Board of Broward County, Florida, collaborate to establish the Educational Equity Partnership Project (EPPP) that will support culturally responsive pedagogy and equitable practices among selected educators and leaders in schools where educational disparities persist. This collaboration shall include a structured and competitive residency program with opportunities for teachers to apply culturally responsive pedagogy and equitable practices to learning experiences for their students.

All programs shall take place on FAU's Boca Raton campus. Teachers and students participating in the residency program shall be housed in FAU's residence halls. The modules shall take place during FAU's fall and/or spring semesters, on a schedule that is mutually agreed upon between the parties. The residency program is expected to take place at the end of May or the beginning of June of each year.

Procurement Method

Responsible: PWS

The procurement method chosen was through a direct negotiation, which is allowed by Purchasing Policy 3320, Part II, Rule G, and Florida Administrative Code 6A-1.012(11)(a). The requirement for requesting competitive solicitations or prior School Board approval is hereby waived as authorized by chapter 6A-1.012,(F.A.C.) State Board of Education Administrative rules, for the purchase of professional and educational services.

Financial Impact

Responsible: PWS and C&I

The original agreement was approved on June 13, 2017, RSBM, under Item II-3 with an approved spending authority of \$559,600 to cover the first three (3) years of the agreement.

The additional spending authority requested, to cover the fourth year of the agreement, is \$36,327, increasing the total contract value to \$595,927. The funding source is the Teacher Incentive Fund 5 competitive grant. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**FIRST AMENDMENT TO
AGREEMENT**

4th THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this day of September 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

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

WHEREAS, SBBC and FAU entered into an Agreement dated June 13, 2017 (hereafter "Agreement"); and

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

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:

2.04 **Cost.** FAU shall provide the EEPP professional learning to selected SBBC educators at a cost of \$1,665.48 per teacher and a total program cost not to exceed \$595,927 over four years as outlined in Appendix A.

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.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Heather P. Brinkworth*
Heather P. Brinkworth, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric
Abend
Reason: FAU Amend
2019
Date: 2019.07.22
16:14:27 -04'00'

Eric Abend
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

FOR FAU:

(Corporate Seal)

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

ATTEST:

By [Signature]

Print Name: LARRY FAERMAN

Title: SECRETARY VP / STUDENT AFFAIRS

_____, Secretary

-or-
[Signature]
Witness

[Signature]
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 Palm Beach

The foregoing instrument was acknowledged before me this 22nd day of
July, 2019 by Larry Faerman of

Florida Atlantic University, on behalf of the corporation/agency.
Name of Corporation or 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

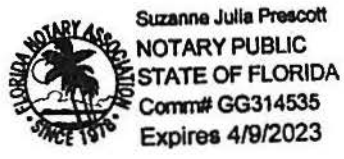
My Commission Expires: 4/9/2023

[Signature]
Signature - Notary Public

Suzanne Julia Prescott
Printed Name of Notary

(SEAL)

GG 314535
Notary's Commission No.



Appendix A
FAU EEPP Budget
Fall 2017 – Summer 2021

The following represents the costs over four years for the delivery of the Institute of Education Equity, uniquely developed by the Department of Curriculum, Culture and Educational Inquiry for the Teacher Incentive Fund (TIF) grant of SBBC.

YEAR 1:	
Module #1 (Initial group of teachers)	\$45,000
Materials	\$21,640
Administration	\$31,410
Residential Teaching Program	\$36,326
Total for Year 1	\$134,376

YEAR 2:	
Module #1 (Additional teachers- new hires)	\$20,000
Modules #2 and #3 (all teachers)	\$90,000
Materials	\$35,640
Professional Learning Community Development	\$15,000
Administration	\$50,000
Residential Teaching Program	\$36,327
Total for Year 2	\$247,447

YEAR 3:	
Module #4 (all teachers)	\$40,000
Module #5 (all teachers)	\$45,000
Materials	\$21,000
Administration	\$35,450
Residential Teaching Program	\$36,327
Total for Year 3	\$177,777

YEAR 4:	
Residential Teaching Program	\$36,327
Total for Year 4	\$36,327

Total cost per teacher per module (includes module, materials, administration, and residential teaching program): \$1,665.48 per teacher

Grand Total: **\$595,927**



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Jun 13 2017 10:05AM - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	II. OFFICE OF THE SUPERINTENDENT
DEPARTMENT	Office of School Performance & Accountability

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

ITEM No.:
II-3.

TITLE:
FAU/SBBC Educational Equity Partnership Project

REQUESTED ACTION:
Approve the Agreement with Florida Atlantic University to assist the District in developing and supporting culturally responsive pedagogy and equitable practices among educators and leaders in schools where educational disparities persist.

SUMMARY EXPLANATION AND BACKGROUND:
The Teacher Incentive Fund 5 (TIF 5) grant includes a component for social-emotional learning and pedagogy to promote equitable practices in the classroom. Through this partnership with Florida Atlantic University, a residential teaching program will be established for our educators. Teachers will be instructed by certified university personnel in a lab setting, where they will then have the opportunity to immediately practice the techniques learned with their students. 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:
The funding source is the Teacher Incentive Fund 5 competitive grant for \$559,600 to be paid out over a three-year period. There is no financial impact to the District's general fund.

EXHIBITS: (List)
(1) Agreement

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Valerie S. Wanza	Phone: 754-321-3838
Name: Angela Brown	Phone: 754-321-5070

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Valerie S. Wanza - Chief School Performance & Accountability Officer

Signature
Valerie S. Wanza
5/25/2017, 9:28:15 AM

Approved In Open Board Meeting On: JUN 13 2017

By: *Atty M. Freedman*
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into as of this 13 day of June, 2017, 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
777 Glades Road, Boca Raton, FL 33431

WHEREAS, Florida Atlantic University (FAU); and the School Board of Broward County (SBBC) shall collaborate to establish the Educational Equity Partnership Project (EEPP) that will support culturally responsive pedagogy and equitable practices among selected educators and leaders in schools where educational disparities persist.

WHEREAS, the collaboration between FAU and SBBC shall include a structured and competitive residency program with opportunities for teachers to apply culturally responsive pedagogy and equitable practices to learning experiences for their own students.

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 upon execution by all parties and conclude on June 30, 2021.

2.02 **FAU Responsibilities:** FAU shall establish the Educational Equity Partnership Project (EEPP) for the purpose of enhancing and supporting culturally responsive

pedagogy and equitable practices among selected educators and leaders in SBBC TIF 5 schools and communities where educational disparities persist.

(a) FAU Division of Student Affairs The FAU Division of Student Affairs shall coordinate a structured and competitive residency program, with opportunities to apply culturally responsive pedagogy and equitable teaching practices for SBBC TIF 5 teachers and shall also host Teacher Recruitment Opportunities for SBBC TIF 5 schools. Intense professional development for SBBC TIF 5 teachers will be facilitated by FAU selected researchers in a two and a half day module. Concurrently, SBBC TIF 5 students will receive instruction from a pre-determined curriculum designed specifically for them and delivered by aspiring educators from the FAU College of Education. SBBC TIF 5 teachers and students will unite daily in a teaching laboratory, where a culturally responsive lesson will be delivered by the teachers to the class of students, under the guidance of the researchers. At the conclusion of each session (Module and Residential Teaching) there will be peer-to-peer coaching sessions for teachers and feedback journals for students. Each year, the residency program may include up to twenty (20) SBBC TIF 5 teachers and up to twenty-five (25) SBBC TIF 5 students.

(b) FAU College of Education: The FAU College of Education shall provide five modules (6-8 weeks per module) with highly qualified, experienced instructors and scholars in the fields of multicultural educator preparation and curriculum development for SBBC TIF 5 teachers. The FAU College of Education shall also provide class meeting space for interactive discussions and active, engaged learning and develop Professional Learning Communities consisting of FAU and SBBC TIF 5 school-based personnel. The FAU College of Education shall evaluate the EEPP undertaken as ongoing systematic institutional research on learning and its impact on pedagogical practices and enhance cultural competence and pedagogical practice for the individual and the professional learning community through specific deliverables. These services are fully detailed in **Appendix A** (hereinafter referred to as FAU EEPP Budget). The FAU College of Education modules may accommodate up to sixty-four (64) teachers each year.

(c) Location and Timing: All programs shall take place on FAU's Boca Raton campus. Teachers and students participating in the residency program shall be housed in FAU's residence halls. The modules shall take place during FAU's fall and/or spring semesters, on a schedule to be mutually agreed upon between the parties. The residency program is expected to take place at the end of May or the beginning of June of each year, or as otherwise agreed upon between the parties, after the completion of each module during that year.

2.03 **SBBC Responsibilities.** SBBC Department of Coaching and Induction will coordinate teacher and student participation, supervision and transportation.

(a) Selection of Teachers. SBBC Department of Coaching and Induction shall select the TIF 5 teachers who will participate in the EEPP teacher residency program and the five modules.

(b) Selection of Students. SBBC personnel shall select the TIF students who will participate in the EEPP Residency Program. SBBC personnel shall be

solely responsible for supervision of the students and shall be physically present with FAU personnel at all times that students are present.

(c) Transportation SBBC shall provide school bus transportation to and from FAU on the scheduled dates of the modules using SBBC buses. SBBC Department of Coaching and Induction shall ensure that requested SBBC transportation adheres to the available times: between 9:30 am and 1 pm and after 4:30 pm.

(d) Payment of Transportation SBBC Department of Coaching and Induction shall cover all costs for SBBC transportation to and from the university.

(e) Field Trip Permission SBBC TIF 5 schools shall obtain field trip permission forms and follow all field trip procedures for all students attending the residency program with their teachers.

2.04 Cost. FAU shall provide the EEPP professional learning to selected SBBC educators at a cost not to exceed \$1,665.48 per teacher and a total program cost not to exceed \$559,600.00 over the next three years as outlined in **Appendix A**.

2.05 Payment. SBBC shall pay FAU the fees as set forth in the agreement as outlined in **Appendix A**. SBBC shall pay FAU annually, on or before August 1 of each year, before the commencement of services.

2.06 Configuration of Modules. The FAU College of Education shall provide five modules beginning Fall 2017 through Summer 2020. Module 1, will be administered in Year 1 and 2, Modules 2 and 3 will be administered in Year 2, and Modules 4 and 5 will be administered in Year 3. The modules are: 1) Culturally Responsive Pedagogy, 2) Developing Multicultural Curriculum, 3) Equity in Schools and Society, 4) Parental Inclusion and Community Engagement, and 5) Leadership and Advocacy in Diverse Communities. The cost for the modules are fully detailed in the FAU EEPP Budget.

2.07 Program Administration. The FAU College of Education shall assume responsibility for academic integrity of the curriculum modules. 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.

2.08 Services. The FAU College of Education shall provide office space for the purpose of supporting administration of the TIF grant. This space will be defined and allocated by the FAU College of Education.

2.09 Non-Disclosure of Confidential Information. Neither FAU nor SBBC shall disclose to any third party any confidential or proprietary information, including without limitation employee and student data, financial data and mailing lists, product plans and strategies, technical data and research, know-how, and customer and related information which the disclosing party considers to be confidential ("Confidential Information"), for any purpose

other than performance of the Services, without first having obtained the prior written consent of the other party. Both parties shall take reasonable measures to protect the secrecy of and to avoid the unauthorized use and disclosure of the Confidential Information of the other party. For clarity, SBBC's name and general information about the scope of Services provided hereunder are not considered Confidential Information. SBBC staff shall not disclose any information from SBBC students' educational records to FAU without prior written consent from the parent or student age 18 or over.

2.10 **Exceptions.** Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party (without improper conduct or breach of an obligation) prior to disclosure to the receiving party by the disclosing party, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; or (v) it has been independently developed by a party without access to the confidential information of the party; or (vi) is subject to disclosure by applicable law but not limited to Chapter 119, Florida Statutes.

2.11 **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 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.

2.12 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: Angela Brown
Director, Coaching and Induction
The School Board of Broward County, Florida
3531 Davie Road
Davie, FL 33314

To FAU: Dr. Corey A. King
Vice President, Student Affairs
Florida Atlantic University
777 Glades Road
Boca Raton, FL 33431

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

2.13 **Background Screening.** To the extent applicable, FAU 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, as applicable, will be conducted by FAU in advance of FAU or its personnel providing any services under the conditions described in the statutes. FAU 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 FAU and its personnel. The parties agree that the failure of FAU 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.

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 either party during the term hereof upon ninety (90) 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, 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.

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 Palm Beach County, Florida and shall be payable and performable in Palm Beach 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 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.

3.17 **Incorporation by Reference.** **Appendix A** 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.

Appendix A
FAU EEPP Budget
Fall 2017 – Summer 2020

The following represents the costs over three years for the delivery of the Institute of Educational Equity, uniquely developed by the Department of Curriculum, Culture and Educational Inquiry for the Teacher Incentive Fund (TIF) grant of SBBC.

YEAR 1:	
Module #1 (Initial group of teachers)	\$45,000
Materials	\$21,640
Administration	\$31,410
Residential Teaching Program	\$36,326
<i>Total for Year 1</i>	<i>\$134,376</i>

YEAR 2:	
Module #1 (Additional teachers-new hires)	\$20,000
Module #2 and #3 (all teachers)	\$90,000
Materials	\$35,640
Professional Learning Community Development	\$15,000
Administration	\$50,480
Residential Teaching Program	\$36,327
<i>Total for Year 2</i>	<i>\$247,447</i>

YEAR 3:	
Module #4 (all teachers)	\$40,000
Module #5 (all teachers)	\$45,000
Materials	\$21,000
Administration	\$35,450
Residential Teaching Program	\$36,327
<i>Total for Year 3</i>	<i>\$177,777</i>

Total cost per teacher per module (includes module, materials, administration, and residential teaching program): \$1,665.48 per teacher.

Grand Total \$559,600

FOR FAU

(Corporate Seal)

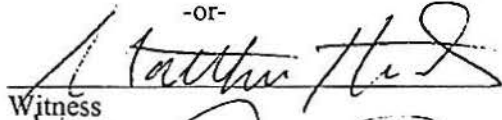
FLORIDA ATLANTIC UNIVERSITY,
BOARD OF TRUSTEES

ATTEST:

By 

_____, Secretary

-or-


Witness


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 Palm Beach County

The foregoing instrument was acknowledged before me this 24 day of May, 2017 by Wendella Charles of _____, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____
Type of Identification

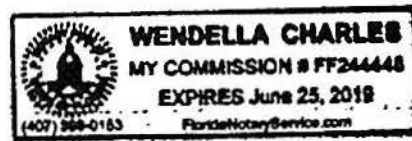
My Commission Expires:


Signature - Notary Public

Wendella Charles
Printed Name of Notary

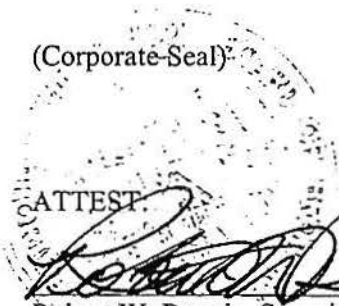
(SEAL)

Notary's Commission No.



FOR SBBC

(Corporate Seal)



ATTEST

Robert W. Runcie

Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Abby M. Freedman*
Abby Freedman, Chair

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelynjacques-adams@gbrowardschools.com
Reason: Florida Atlantic University Board of Trustees
Date: 2017.05.22 12:10:35 -04'00'

Office of the General Counsel



PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION

New Bid # (Ex: 10-004R):		Preparation Date:	July 22, 2019
Previous Bid # (Ex: 10-004R):	58-062V	Buyer/PA:	CHUCK HIGH
New Bid Award Total:	\$595,927	Bid Title:	FAU/SBBC Educational Equality
Previous Award Total:	\$559,600		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	6/14/2017	New Bid Term (In Months):	
Previous Bid Term (End Date):	6/30/2021	# of Months Into Bid:	25

SPEND REPORTING

Purchase Order(s) Spend:	\$381,823
P Card Purchases:	\$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	\$381,823
Average Monthly Expenditure:	\$15,273
Unused Authorized Spending:	\$177,777
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	M/WBE Status (If applicable):	Spend:
107205-FAU		\$ 381,823
PO VENDOR SPEND:		\$ 381,823
P-CARD SPEND:		\$ -
TOTAL SPEND:		\$ 381,823

NOTES (Type Below):
 The amount of \$177,777 has not been invoiced yet for the 3rd Year.

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1425097560	Name (First & Last)	Angela Brown
Fund	4210	Title	Director
Functional Area	6400000000000000	Department/School Name	Coaching and Induction
Commitment Item	53150000	Sign-off provided by	Ella Toney-Fullard

*To ensure accuracy, please type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.