

SUBRECIPIENT AGREEMENT

Between

THE DISTRICT BOARD OF TRUSTEES FOR BROWARD COLLEGE, FLORIDA

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

THIS SUBRECIPIENT AGREEMENT (the "Agreement") is made and entered into as of _____, 2019 by and between The District Board of Trustees for Broward College, Florida, organized under the laws of the State of Florida, having its principal place of business at 111 E. Las Olas Boulevard, Fort Lauderdale, FL 33301 (hereinafter referred to as "BC") and The School Board of Broward County, Florida, having its principal place of business at 600 Southeast Third Avenue, Fort Lauderdale, FL 33301 (hereinafter referred to as "Subrecipient") for the delivery of services identified as "*Teacher Preparation through Real-World Experience Program (T-PREP)*." As used herein, "Agreement" shall refer to this subrecipient agreement and all its exhibits, attachments, and incorporations. "Prime Award" shall refer to Award No. U336S180034 between BC and the U.S. Department of Education (hereinafter referred to as "Sponsor") for the support of the project mentioned above, attached hereto as Exhibit "A", and incorporated herein by reference.

WHEREAS, BC requests that Subrecipient perform certain services under the Prime Award and Subrecipient wishes to perform such services in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. STATEMENT OF WORK/SERVICES TO BE RENDERED

Subrecipient covenants and agrees to accomplish the work described in the Statement of Work attached hereto as Exhibit "B" and made a part hereof according to the time line included in the Statement of Work. Subrecipient further covenants and agrees to furnish the necessary personnel, facilities, data, and materials to perform the services and accomplish the work described in the Statement of Work for the benefit of BC. Any change in the Statement of Work requires the express written approval of BC.

ARTICLE II. PERIOD OF PERFORMANCE

Subrecipient shall perform all services required of it under this Agreement between the date the agreement is executed through September 30, 2023 unless the Agreement is further extended by amendment, which shall be by mutual consent and in writing by both parties.

ARTICLE III. COMPENSATION

Total compensation under the Agreement for the period of performance shall not exceed \$470,625.00, subject to the availability of Federal funding provided by the Sponsor, unless amended by mutual written consent. Expenditures will be reimbursed in accordance with the budget, a copy of which is attached hereto in Exhibit "C" and made a part hereof and after receipt of invoice and acceptance by BC of the services performed. Subrecipient acknowledges and agrees that BC shall only be required to compensate Subrecipient from funds received by the Prime Award.

ARTICLE IV. INVOICING

Invoice by category of expenditure from Subrecipient shall be sent quarterly to Ms. Nadine Kingston, Grants



Account Manager, Broward College, 6400 NW 6th Way, Fort Lauderdale, FL 33309. Invoice must include and reference the project title and BC's restricted account number GR000915. Payment shall be made by BC to Subrecipient after receipt of invoice and acceptance by BC of the services performed. Final invoice is due no later than thirty (30) days after the termination date of this Agreement and shall be marked FINAL. Upon request, Subrecipient shall furnish BC any necessary documentation supporting invoiced amounts.

ARTICLE V. REPORTS AND DELIVERABLES

Subrecipient is required to keep clear and accurate records throughout the project period so that the progress of the services rendered may be readily evaluated at any time. Subrecipient shall submit reports and deliverables as determined by the Project Director for BC according to the schedule incorporated in Exhibit "B", attached hereto. Final performance, invention, property, invoices and/or financial reports shall be submitted within 30 days of the expiration of this Agreement, or earlier termination, as applicable.

ARTICLE VI. ADMINISTRATIVE REPRESENTATIVES/PROJECT DIRECTORS

Project Director for BC:

Juan Ospina, Project Director
Broward College, 111 E. Las Olas Boulevard
Fort Lauderdale, Florida 33301
(954) 201-2515; jospina@broward.edu

Authorized Representative for BC:

Kareen Torres
Associate Vice President, Office of Resource Development and Sponsored Programs
Broward College, 111 E. Las Olas Boulevard
Fort Lauderdale, Florida 33301
(954) 201-7488; ktorres1@broward.edu

Project Director for Subrecipient:

Dr. Fabian Cone, Director
The School Board of Broward County, Florida
Teacher Professional Learning and Growth
3531 Davie Road
Fort Lauderdale, FL 33314
(754) 321-5005; fabian.cone@browardschools.com

Authorized Representative for Subrecipient:

Robert W. Runcie Superintendent
The School Board of Broward County, Florida



600 S.E. Third Avenue
Fort Lauderdale, FL 33301
(754) 321-0000

ARTICLE VII. PROPERTY

Subject to obligations and conditions set forth in applicable federal regulations, as applicable, title to real property, equipment, and supplies acquired under this Agreement shall rest, upon acquisition, in Subrecipient. BC reserves the right to require transfer of items of equipment (including title) having a unit acquisition cost of \$5,000 or more if the project for which the equipment is acquired is transferred.

ARTICLE VIII. DATA RIGHTS

As used in this paragraph, the term "data" means the records and technical data collected during the performance of the work by Subrecipient's project director or other project personnel. Subrecipient holds all rights, title, and interest in the data it creates in performance of this Agreement. Subrecipient hereby grants to BC and the U.S. Government, a royalty-free, perpetual, non-exclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all data collected. Under the terms of this Agreement, BC will be conducting studies to: (a) administer federal grant student programs; and/or (b) supplemental instruction. BC agrees that the study shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than the representatives of BC and the US Department of Education that have legitimate interests in the information. Unless otherwise permitted by applicable law, BC shall not release identifiable student data to any third party without prior approval of the parent of an affected minor student or the consent of an affected adult student. Subrecipient retains ownership of all subrecipient-created data used under this Agreement. Subrecipient agrees to allow BC to provide de-identified, aggregate data to community partners and other stakeholders.

ARTICLE IX. PATENT RIGHTS

This Agreement is funded by an award from the U.S. Government. Consequently, in accordance with 37 CFR Part 401, Subrecipient shall own any invention that qualifies as a Subject Invention under the Bayh-Dole Act ("Subject Invention,") solely by the Subrecipient's employees in connection with performance of its work, subject to the rights and requirements of the United States Government. BC shall own any Subject Invention that is discovered, reduced to practice and enabled solely by BC's employees. BC and Subrecipient shall jointly own any Subject Invention that is discovered, reduced to practice and enabled by employees of both BC and Subrecipient. Subrecipient grants to BC a royalty-free, fully paid up, perpetual, irrevocable non-exclusive license to use any Subject Invention under this Agreement for research and educational purposes only.

ARTICLE X. PUBLICATION

Subrecipient is free to publish the results of its work hereunder; if it provides BC with a copy of any manuscript at least thirty (30) days prior to submission for publication so that BC may review the manuscript for BC Confidential Information. If BC requests that BC Confidential Information be removed, Subrecipient will remove it prior to submission for publication subject to Florida public record laws.

Furthermore, if BC identifies patentable information that is either owned by BC or owned jointly by BC and Subrecipient, Subrecipient shall delay submission for publication for up to an additional sixty (60) day period to allow time for patent filing.

ARTICLE XI. COMPLIANCE WITH AGREEMENT

Subrecipient shall abide by and comply with all applicable provisions set forth in the Prime Award, Exhibit "A",



and all the terms and conditions contained in this Agreement and the exhibits attached hereto.

ARTICLE XII. PRIOR APPROVAL

Subrecipient shall comply with all of the prior approval requirements contained in the Prime Award attached hereto as Exhibit "A". Notices of requests for prior approval shall be sent via email or fax to the Authorized Representative for BC listed in Article VI.

ARTICLE XIII. ASSIGNMENT

Subrecipient shall not assign its interests in this Agreement, nor any of its rights or obligations hereunder, without the prior written consent of BC.

ARTICLE XIV. AUDITS

Subrecipient agrees to comply with the requirements of Uniform Guidance, 2 CFR 200, Subpart F. Subrecipient further agrees to provide BC with copies of the independent auditor's reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, Subrecipient will provide copies of responses to auditor's reports and a plan for corrective action. All reports prepared in accordance with the requirements of Uniform Guidance, 2 CFR 200, Subpart F. shall be available for inspection by representatives of BC or the government during normal business hours. Subrecipient is required to complete Exhibit "D ", Subrecipient's Compliance with Uniform Guidance, 2 CFR 200, Subpart F, which is attached and made a part hereof.

Subrecipient shall maintain records and accounts necessary to ensure a proper accounting of the funds awarded under this Agreement. BC and/or the Prime Awarding Agency or any of their duly authorized representatives, shall have access to any books, documents, computer and paper records of Subrecipient which relate to this Agreement. Such access to documents and records will be for conducting audits, examinations, excerpts and transcriptions until the expiration of three years after the expiration of this Agreement, or three years after completion of an audit. or as stipulated in the Prime Award, whichever is longer.

The Subrecipient assumes sole responsibility for reimbursement to BC, or to the federal, state or local government or private agency, whichever is appropriate, of a sum of money equivalent to the amount of any expenditures disallowed or rescinded plus any penalties or fines related to the disallowance.

As a condition of receiving this Agreement, Subrecipient acknowledges that federal or state awarding agency, their audit agencies, and BC's auditors and/or internal auditors will be granted access to records and documents of Subrecipient and Subrecipient's independent auditors' documents and workpapers as necessary to comply with audit requirements as stated in the Prime Award.

If any such audit discovers a discrepancy of more than five percent (5%) of the total Subrecipient budget, then Subrecipient shall reimburse BC for the costs of the audit.

Notwithstanding any other provisions in this Agreement, the terms of this Article XIV do not permit BC access to any records, documents, or electronic databases containing student records.

ARTICLE XV. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA), DATA UNIVERSAL NUMBERING SYSTEM (DUNS), AND SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENT

This Agreement is determined by BC as subject to FFATA reporting requirements. The Subrecipient shall complete and sign Exhibit "E", Federal Funding Accountability and Transparency Act Reporting Requirements, which is attached hereto and made a part hereof.



Further, in accordance with Title 2 CFR Part 25 Appendix A, Subrecipient may not receive a subaward from BC unless Subrecipient has provided to BC its DUNS number and proof of SAM registration. If the organization has more than one DUNS number, the applicable DUNS number must be provided. Unless you are exempted under 2 CFR 25.110, you as the Subrecipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

ARTICLE XVI. CONFIDENTIALITY

Subrecipient may have access to confidential and proprietary information of BC (the "Confidential Information"). Subrecipient agrees to maintain the Confidential Information in strictest confidence and shall not disclose the same to any third party unless required by law to do so. If required to be disclosed by law, Subrecipient shall furnish immediate written notice thereof to enable BC to obtain an order or other relief preventing or limiting the scope of such disclosure. Subrecipient shall not make copies of any Confidential Information without the prior written consent of BC. At the expiration or earlier termination of this Agreement, Subrecipient shall return any Confidential Information in its possession to BC. Subrecipient and BC shall comply with applicable state and federal law and administrative rules regarding the confidentiality of student records. Pursuant to Sections 1002.22 and 1002.221, Fla. Stat., and FERPA and its implementing regulations, 34 CFR Part 99, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student. Each party agrees to safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and to continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement. The confidentiality requirements of this Agreement shall survive the termination of all performance obligations under this agreement and shall be fully binding until the student records are destroyed or are returned to Subrecipient, whichever is earlier.

ARTICLE XVII. COMPLIANCE WITH LAWS

Subrecipient and BC shall comply with all applicable laws, regulations, ordinances, and codes.

ARTICLE XVIII. INSURANCE

Subrecipient agrees to maintain always during the performance of services hereunder worker's compensation insurance coverage as required by law and employer's liability. The Subrecipient and BC each acknowledge, 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 per person and per occurrence in accordance with monetary waiver limits that may change and be set forth by legislature.

ARTICLE XIX. REQUIRED ASSURANCES

A. *Acknowledgment of Federal Funding:* Subrecipient agrees that it shall acknowledge Federal funding when issuing statements, press releases, scientific publications, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal money. Such acknowledgment will comply with the requirements of the Prime Award.

B. *Protection of Human Subjects:* Subrecipient, if involving human subjects in conducting the project, certifies that it has an appropriate OHRP-approved assurance and Institutional Review Board (IRB) approval of the research consistent with 45 CFR Part 46. Subrecipient shall submit to BC verification of Institutional Review Board (IRB) approval that the rights and welfare of any human subjects involved in this project are adequately protected in accordance with federal regulations. The IRB approval must be submitted to BC prior to expenditure of any funds provided under this Agreement.



- C. *Non-Discrimination:* Subrecipient agrees to comply with:
1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination based on race, religion, color, sex, or national origin in programs and activities receiving federal financial assistance.
 2. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e et seq., which prohibits discrimination based on race, religion, color, sex, or national origin, in among other things, the hiring or discharge of individuals with respect to one's compensation, terms, conditions, or privileges of employment.
 3. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination based on handicap in federally funded, assisted and conducted programs.
 4. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination based on sex in education programs and activities receiving federal financial assistance.
 5. The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 et seq., which prohibits discrimination based on age in programs or activities receiving federal financial assistance.
- D. *Debarment and Suspension:* Subrecipient certifies that neither it nor its principals are presently debarred or suspended, or proposed for debarment, or voluntarily excluded or declared ineligible for the award of subcontracts, by any federal agency, in accordance with 2 CFR Part 180.
- E. *Certification of Non-Delinquency on Federal Debt:* Subrecipient certifies that it is not delinquent on any Federal debt pursuant to OMB Circular A-129.
- F. *Certification of Drug-Free Workplace:* Subrecipient certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988 (2 CFR 182).
- G. *Certification Regarding Lobbying:* As applicable under Title 31, United States Code, Section 1352, the Subrecipient certifies, to the best of his or her knowledge and belief, that (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (2) If any finds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants (Section 1352, Title 31, 45 U.S.C.).
- H. *Health Insurance and Portability and Accountability Act:* Subrecipient, where applicable, shall comply with the Health Insurance and Portability and Accountability Act, 42 U.S.C. 1320d., as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
- I. *Applicable Cost Principles and Allowable Costs:* Subrecipient agrees to comply with the governing federal cost principles in effect on the beginning date of the grant budget period in determining the allowability or unallowability of costs incurred and application of F&A rates applied under this Agreement.
- J. *Financial Conflict of Interest:* Subrecipient certifies that it is following the federal financial disclosure requirements. Subrecipient shall be subject to its own requirements and procedures for identifying, handling,



and reporting financial conflicts of interest in accordance with applicable federal regulations.

K. *Provisions of the Prime Award:* All applicable provisions of the Prime Award, Exhibit "A ", shall be binding upon Subrecipient and Subrecipient agrees to comply with same.

ARTICLE XX. INDEMNIFICATION

Subrecipient and BC agree to be fully responsible for their acts of negligence, or their agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages resulting from said negligence. 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 Article shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought because of this Agreement is barred by any applicable statute of limitations.

ARTICLE XXI. RELATIONSHIP OF PARTIES

The parties agree that Subrecipient is an independent service provider. The conduct and control of the services rendered by Subrecipient will lie solely with Subrecipient. Subrecipient is not under this Agreement an employee of BC for any purpose, and Subrecipient shall not be entitled to any of the benefits that BC provides to its employees. Subrecipient shall be liable and responsible to pay all local, state, and federal employment taxes, including, without limitation, withholding, social security, worker's compensation, and employment security as required by law.

Nothing in this Agreement is intended to create, nor shall be construed to create a joint venture, partnership, or principal-agent relationship.

ARTICLE XXII. TERMINATION OF AGREEMENT

In addition to any other remedies it may have, BC may terminate this Agreement by written notice to Subrecipient, if Subrecipient fails to timely perform any of its obligations hereunder. Additionally, either party shall at any time have the right to terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate. Finally, should at any time the Prime Award be forfeited by BC or cancelled by the US Department of Education, this Agreement may be terminated immediately.

ARTICLE XXIII. RECORDS

Subrecipient shall retain all its books, records, and documents concerning this Agreement and the services performed hereunder until the expiration of three years after the expiration of this Agreement, or three years after completion of an audit, or as stipulated in the Prime Award, whichever is longer.

Subrecipient shall provide BC with copies of any such books, records, and documents upon request for the same.

Subrecipient shall be in full compliance with Chapter 119, Florida Statutes. Subrecipient shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Subrecipient shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Subrecipient acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

Notwithstanding any provision to the contrary within this Agreement, all parties under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records and shall comply with the



requirements therein.

ARTICLE XXIV. ACCESS TO SCHOOL GROUNDS

All parties under this Agreement shall fully 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 the Subrecipient in advance of BC or its personnel providing any services under the conditions described in the previous sentence. Subrecipient agrees to provide vendor ID badges to all BC personnel involved in the T-PREP program at each respective high school, which will include their designated security clearance and provide access into the schools and student records as specified under this Agreement.

ARTICLE XXV. GOVERNING LAW, VENUE, AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. With respect to any action relating to this Agreement, the parties accept the exclusive jurisdiction of the state courts or federal courts in Florida and agree that venue shall lie exclusively in Broward County, Florida.

ARTICLE XXVI. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement shall be valid and enforceable to the full extent permitted by law.

ARTICLE XXVII. ATTORNEYS' FEES

If either party institutes litigation with respect to this Agreement, each party is to bear its own attorneys' fees and costs.

ARTICLE XXVIII. STRICT ACCORDANCE

Failure of a party to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder by a party, at any time or from time to time, be deemed a waiver or relinquishment of such right or power at any other time or times.

ARTICLE XXIX. NOTICE

Any notice required or permitted to be given hereunder to either party hereto shall be in writing and shall be deemed given and received {i} when personally delivered with a receipt obtained, {ii} on the date noted as received, refused or uncollected if given by deposit with the United States Postal Service and sent by certified or registered mail, postage prepaid and return receipt requested, or {iii} the earlier of receipt or two (2) business days after acceptance for delivery by a nationally recognized overnight delivery service (e.g., Federal Express), to such party at its address as herein above set forth, or to such other address as such party may designate by notice similarly given. Any notice to BC shall be to the attention of the authorized representative for BC as listed in Article VI.

ARTICLE XXIX. ANNUAL APPROPRIATION

The performance and obligations of the parties under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body (Sponsor). If funds for the payment of services or products to be provided under this Agreement are not allocated, this Agreement may be terminated at the end of the period for which funds have been allocated. Notice shall be provided at the earliest possible time before such termination. No penalty shall accrue in the event this provision is exercised, and there shall be no obligation



or liability for any damages because of termination under this section.

ARTICLE XXX. PLACE OF PERFORMANCE

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

ARTICLE XXXI. 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.

ARTICLE XXXII. 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.

ARTICLE XXXIII. 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.

ARTICLE XXXIV. SURVIVAL

All representations and warranties made herein, indemnification obligations, 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.

ARTICLE XXXV. CONTRACT ADMINISTRATION

Subrecipient has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement. BC has delegated authority to the College President or his/her designee to take actions necessary to implement and administer this Agreement.

ARTICLE XXXVI. IRB CONTRACT CLAUSE

Primary Investigators of research or program evaluation studies conducted by Broward College that impact the daily activities of students, parents or staff, or require use of data from same individuals must submit a Research Request to the District's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The District's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure: (a) the purpose, scope,



limitations, and duration of study is clearly outlined; (b) the protection of human subjects in the research process; (c) personally identifiable information (PII) is only used for purposes of the identified study; (d) PII is only used by representatives of the organization identified in this agreement; and (e) the safe and confidential storage and transmittal of education records. The purpose and scope of the program evaluation is to ensure that the training teachers receive is effective and is having a positive impact on student academic achievement. The evaluation aligns with the stated objectives of this agreement. The program evaluation will be conducted during the term of this agreement. If a renewal is necessary, it must be submitted during the duration of this agreement. Broward College agrees to comply with all requirements of the District's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com

ARTICLE XXXVII. SBBC DISCLOSURE OF EDUCATION RECORDS

- (a) The purpose of disclosing de-identified education records is to assess student academic achievement of the teachers that participated in the T-PREP program compared to student academic achievement of teachers that did not participate.
- (b) SBBC will provide BC with the following de-identified education records, including but not limited to: the Florida Standards Assessments English Language Arts and Mathematics (FSA), FSA End-of-Course Assessments, FSA Retakes, Next Generation Sunshine Science (NGSSS) Statewide Science Assessments, and NGSSS End-of-Course Assessments.
- (c) De-identified Records Exception: Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(b)(1), the de-identified SBBC education records listed in this section may be provided to BC without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures beyond those listed in this section. To provide meaningful results and protect the privacy of individual students, data are not reported when the total number of students in a group is less than 10.

ARTICLE XXXVIII. BC CONFIDENTIALITY OF EDUCATION RECORDS

Notwithstanding any provision to the contrary within this Agreement, Broward College shall:

- a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- b) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- d) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and
- e) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party.



ARTICLE XXXIX. 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 duly executed this Agreement as of the day and year first written above.

{Signature Pages to Follow}



FOR SUBRECIPIENT

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____

Heather P. Brinkworth, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric
Abend

Eric Abend

Reason: BC TPREP 2019

Date: 2019.10.10

15:24:27 -04'00'

Office of the General Counsel



FOR THE DISTRICT BOARD OF TRUSTEES FOR BROWARD COLLEGE, FLORIDA

ATTEST:

By *Marielena DeSanctis*
Name: MARIELENA DESANCTIS
Title: PROVOST & SVP of ACADEMIC AFFAIRS & STUDENT SERVICES

Marisol Cortes
Witness

Elizabeth Beavin
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 Broward

The foregoing instrument was acknowledged before me this 27th day of August, 2019 by Marielena DeSanctis of

Name of Person

the District Board of Trustees of, on behalf of the corporation/agency.
Name of Corporation or Agency Broward College, Florida

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

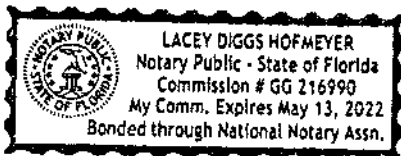
My Commission Expires:

Lacey Hofmeyer
Signature - Notary Public

Lacey Hofmeyer
Printed Name of Notary

(SEAL)

GG 216990
Notary's Commission No.



**EXHIBIT A: Grant Award Notification
(To be provided separately in its entirety)**



U.S. Department of Education Grant Award No. U336S180034

*Teacher Preparation through Real-World Experience and Practice (T-PREP)
Program; BC Account No. GR000915*

Sub-recipient Agreement to The School Board of Broward County, Florida; CFDA:
84.336S

EXHIBIT B: Statement of Work

The purpose of this statement of work is to outline grant objectives and expected outcomes between The District Board of Trustees for Broward College, Florida (recipient) and The School Board of Broward County, Florida (herein after "sub-recipient" or "BCPS") under the Teacher Preparation through Real-World Experience (T-PREP) Program.

As sub-recipient, BCPS will:

1. Identify and assign BCPS mentor teachers to new teachers using definitive criteria

Subrecipient agrees to place twenty-five (25) participating T-PREP teachers per year with supervising mentor teachers at high-need schools, as defined in section 201 of the Higher Education Act of 1965 (20 U.S.C. 1021). Subrecipient will identify mentor teachers through a rigorous selection process agreeable to BC project personnel for the T-PREP grant.

2. Train teachers at the same high-need school as the mentor teacher for one semester/course

Subrecipient will train teachers under T-PREP at the same high-need school as the mentor teacher for one semester/course, using one planning period to conduct side-by-side coaching/mentoring with each participating T-PREP teacher. Broward College will reimburse subrecipient for mentor teachers who train new students under the grant.

3. Collect data to support program evaluative activities under T-PREP

Subrecipient will collaborate with Broward College on evaluating program success. Mentor teachers will provide survey data to BC annually in assessing progress of students trained under T-PREP. Subrecipient's Student Assessment unit will measure the academic achievement of the students assigned to the new teachers that graduate from T-PREP.

4. Partner in BCPS recruitment for the T-PREP program, including the annual Summer Bridge program

SBBC will partner in the targeted recruitment of diverse high school senior candidates to participate in an annual Summer Bridge program at Broward College as a component of the T-PREP Program. The objective is to target twenty-five (25) teacher candidates per year focusing on math, science, Exceptional Student Education (ESE) and computer science (Business Ed/Tech Ed certification) for a total of one hundred (100) new highly qualified BC students in STEM instruction.

5. Distribute information about the T-PREP program at high-need schools

Subrecipient agrees to distribute information about the T-PREP program at high-need schools and enroll mentor teachers in Broward College's summer training initiative related to T-PREP. Subrecipient will



provide in-kind support through delivery of its New Teacher Academy (Orientation) and Induction Program.

6. Collaborate on evaluating program success and tracking student outcomes as they progress through T-PREP

Subrecipient will collaborate with Broward College on evaluating program success. BC's Department of Institutional Research will track student/teacher outcomes as they progress through T-PREP, while the Subrecipient's Student Assessment unit will measure the academic achievement of the students assigned to the new teachers that graduate from T-PREP. Subrecipient will collect formative data and provide summative data to support evaluative activities related to the training of new teachers under T-PREP.

Subrecipient will support the goals outlined for collective attainment under the grant, as follows:

(a) Recruitment - 80% of participating BCPS high school students and mid-career changers who participate in the Education Pathway recruitment activities will take measures necessary to enroll in and pursue a program of study in education;

(b) Teacher Preparation - 76% of participating new teachers who complete the T-PREP program will become highly qualified teachers capable of meeting the needs of a diverse student population in high need schools;

(c) Induction - 80% of first, second and third year teachers who participate in the T-PREP induction activities will gain a better understanding of their teaching roles and demonstrate high levels of commitment to remain in teaching, and

(d) High-quality Teaching - each cohort of students assigned to teachers in their third year of teaching who completed the T-PREP program and are employed in a high need BCPS school will demonstrate increased academic performance on the state assessment or end-of-course exam in a STEM area



U.S. Department of Education Grant Award No. U336S180034
Teacher Preparation through Real-World Experience and Practice (T-PREP) Program
 BC Account No. GR000915;
 Subrecipient Agreement to The School Board of Broward County, Florida; CFDA: 84.336S

EXHIBIT C: Budget for Subrecipient

Budget Period: 10/1/19-9/30/23

	10-1-19 to 9-30-20	10-1-20 to 9-30-21	10-1-21 to 9-30-22	10-1-22 to 9-30-23	Total
Sub-recipient sub-award - Broward County Public Schools. Mentoring teacher stipend to be paid to mentor teachers for TQP new teachers @ \$3,000 per teacher x 25 new teachers; and Training Stipends for mentor teachers (\$39/hr including fringe benefits x 35 hours x 25 mentors each year) to attend training designed for mentors to coach new teachers in active learning, differentiated instruction, project-based learning, etc.	\$143,250	\$109,125	\$109,125	\$109,125	\$470,625



U.S. Department of Education, Grant Award No. U336S180034

Teacher Preparation through Real-World Experience and Practice (T-PREP) Program; BC Account No. GR000915

Sub-recipient Agreement to The School Board of Broward County, Florida; CFDA: 84.336S

EXHIBIT D: Subrecipient's Compliance with 2 CFR Part 200, Subpart F

This subrecipient agreement consists of Federal pass-through funds. Per the Code of Federal Regulations (CFR), Title 2 CFR Part 200, Subpart F, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Broward College is required to monitor our federally funded subrecipients for audit compliance with the Circular.

Please complete the appropriate section (choose one):

- Y We have not yet completed our 2 CFR Part 200, Subpart F audit for the most recently completed fiscal year ending **INSERT FISCAL YEAR**. We expect the audit to be completed on **INSERT DATE**. Within thirty (30) days of completion, we will inform you of the results.

- Y We have completed our 2 CFR Part 200, Subpart F audit for the most recently completed fiscal year ending June 30, 2018. The audit presented no material weaknesses, no material instances of noncompliance, and no findings related to any subcontract from Broward College. A copy of the audit report can be found at <https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/13447/CAFR%202018.pdf>.

- Y We have completed our 2 CFR Part 200, Subpart F audit for the most recently completed fiscal year ending **INSERT FISCAL YEAR**. Material weaknesses, material instances of noncompliance, or findings related to Broward College's subcontract to us were noted. Enclosed is a copy of the audit report, with relevant findings on page(s) and our responses.

We are not subject to the requirement of 2 CFR Part 200, Subpart F because we:

- Are a for-profit organization.
- Are a foreign (non-U.S.) entity.
- Receive less than \$500,000 in total Federal support.

In lieu of an 2 CFR Part 200, Subpart F audit we have enclosed:

- An audited financial statement.
- Independent auditor's management letter.
- Other (explain).

I certify that the statements above accurately represent the organization of which I am representative. Further, I certify that instances of noncompliance and relevant findings which bear directly on the performance or administration of this Subcontract have been disclosed.

Authorized Representative Signature:

Date:

Printed Name/Title



EXHIBIT E: Federal Funding Accountability and Transparency Act Requirements

Exhibit E must be completed and signed by the Subrecipient's authorized official for any subrecipient agreement that is subject to the Federal Funding Accountability and Transparency Act (FFATA), as designated in Article XV of this Agreement.

Subrecipient EIN: 59-6000530

DUNS No.: 0772834710000

Parent DUNS No. (if applicable):

Is Subrecipient registered in the System of Award Management (SAM) database (sam.gov)? **Yes X** or No

Subrecipient Place of Performance

Name: The School Board of Broward County, Florida

Address: 600 SE Third Avenue

City: Ft. Lauderdale

State: Florida

Zip+4: 33301-3125

Congressional District(s): FL-22

Subrecipient Executive Compensation Reporting

The names and total compensation of the five most highly compensated officers of the entity must be listed if:

- a. The entity in the preceding fiscal year received--
 - i. 80 percent or more of its annual gross revenues in Federal awards (federal contracts and subcontracts, loans, grants and subgrants, and cooperative agreements); AND
 - ii. \$25,000,000 or more in annual gross revenues from Federal awards; AND
- b. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Is subaward entity exempt from reporting executive compensation? **Yes** or **No** If no, complete the information below:

Name	Position	Current Salary
1. N/A		
2. N/A		
3. N/A		
4. N/A		
5. N/A		



My signature below certifies that the Subrecipient information provided is correct and true to the best of my knowledge. I further agree to cooperate with Broward College if additional reportable data elements are later required by the FFATA.

Signature of Authorized Official:

Robert W. Runcie / Superintendent

Printed Name/Title:

Date:

