

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, 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

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
(hereinafter referred to as “BC”),
whose principal place of business is
1000 Coconut Creek Boulevard, Coconut Creek, Florida 33066

WHEREAS, Broward College (“BC”) and The School Board of Broward County, Florida (“SBBC”) shall collaborate to provide the Broward Educator Certification (“BEC”) program to support the retention of teachers;

WHEREAS, SBBC desires that certain Broward County Public School teachers increase their level of skill and apply for the Professional Educator's Certificate for full certification in the State of Florida. BC offers coursework to help prepare teachers through a rigorous program of study and practice necessary to retain employment. The professional learning and coursework includes: (1) EDF 3280 - Instructional Strategies; (2) EDG 4410 - Classroom Management; (3) RED 3342 - Foundations of Research Based Practices in Reading Education; (4) EDP 4004 - Principles of Educational Psychology; (5) EDF 4430 - Educational Tests and Measurements; (6) EEX 3011 - Introduction to Exceptional Student Education; and (7) TSL 4081 - ESOL Issues and Strategies I; and

WHEREAS, SBBC intends to enter into an Agreement with BC for the purpose of training employees through a curriculum provided by BC.

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 the execution of all parties and shall conclude on June 30, 2021.

2.02 **BC Responsibilities.** BC will provide the following courses to facilitate well-structured engagement in professional learning, specifically in courses that SBBC teachers need to complete their Florida Department of Education (“FDOE”) Professional Educator’s Certification.

- (a) BC will provide the needed sections of the following courses:
1. Three credit hours of education in EDF 3280 - Instructional Strategies;
 2. Three credit hours of education in EDG 4410 - Classroom Management;
 3. Three credit hours of education in RED 3342 - Foundations of Research Based Practices in Reading Education;
 4. Three credit hours of education in EDP 4004 - Principles of Educational Psychology;
 5. Three credit hours of education in EDF 4430 - Educational Tests and Measurements;
 6. Three credit hours of education in EEX 3011 - Introduction to Exceptional Student Education; and
 7. Three credit hours of education in TSL 4081 - ESOL Issues and Strategies I.
- (b) The BC course sessions will be facilitated by the BC Teacher Education Program (“TEP”). This will include:
1. Registration of participants (SBBC employees) online by BC to process with registrar.
 - a. Will take place on the start date determined by agreement with SBBC and BC;
 - b. Will include BC academic credit for the contact hours per course;
 - c. For participants that have submitted a signed FERPA release, BC will notify SBBC immediately if any participants fails to complete a course;
 - d. Participants must have a bachelor’s degree, be a teacher in a Broward County District school and/or Charter school, and meet the general admission requirements of BC for non-degree students;
 - e. SBBC will select participants based upon certification recommendation and teacher interest in participating in BC courses that satisfy the education semester hours required by the FDOE. BC is not responsible for the selection of the participants;
 - f. If participants drop the course after the BC add/drop period, no refunds will be given concerning any fees, application or tuition; and
 - g. All general admission requirements must be supplied at least twenty (20) days before the start of the semester in which classes will be attended.
 2. Staffing by BC faculty/instructors approved by BC; and
 3. Ensuring Completion of all required assessments described in the syllabi to determine performance evaluations in the course.



- (c) Class Scheduling:
1. Site arrangements will be made by BC and classes will take place online and/or on a BC campus.
- (d) BC Course Outline and Textbooks:
1. **Instructional Strategies (EDF 3280) 3 credits.** This course prepares participants to become proficient in planning, organizing, and implementing instructional strategies for the contemporary PK-12 classroom. A variety of research-validated instructional strategies are reinforced, including those that support constructivist approaches to classroom organization and student learning. Participants will learn to identify, deliver and improve instructional strategies that are most appropriate in specific circumstances.
 2. **Classroom Management (EDG 4410) 3 credits.** This course provides an identification and knowledge of classroom management and communication theories, strategies, and concerns. Emphasis will be placed on Behavior Management, Discipline and Reward Strategies, Accommodating Special Needs Pre-professional educators, Managing Diverse Cultures, Establishing Rapport and Credibility, Effective Communications Strategies, and Legal and Safety Issues as they apply and relate to the classroom setting.
 3. **Foundations of Research Based Practices in Reading Education (RED 3342) 3 credits.** This course provides an understanding of the principles of scientifically based reading research as the foundation of comprehensive instruction that synchronizes and scaffolds each of the major components of the reading process to assist students in mastering this process. This course will address effective research-based instruction methodology to prevent reading difficulties and promote acceleration of reading progress for struggling students, including students with disabilities, and students from diverse populations. Guided field experience provides paraprofessional educators with the experience of observation and interaction with K-12 students.
 4. **Principles of Educational Psychology (EDP 4004) 3 credits.** This course provides a foundation in educational psychology and its application to classroom settings. Special emphasis is placed on development, learning theory, cognition, motivation, diversity, teaching, and assessment.
 5. **Educational Tests and Measurements (EDF 4430) 3 credits.** This course helps Education majors develop a philosophy of assessment and understand how a variety of measures combine to provide an accurate picture of student progress and achievement in the current multicultural classroom, develop knowledge and skills necessary to measure and assess learner progress effectively and develop actual teacher assessment skills and acquire skills in and perspectives on traditional and alternative assessment strategies. Topics include the basic principles of measurement, formative and summative assessment strategies, test construction, performance assessments, reading and interpreting

data from state and standardized achievement tests, and fairness in accommodating diverse learners.

6. **Introduction to Exceptional Student Education (EEX 3011) 3 credits.** This course will focus on the characteristics and needs of students with disabilities. Course content will include the different types of programs and services that make up exceptional student education (ESE) and the history on how they came to exist. The Introduction to Exceptional Student Education course will serve as the foundation for the development of a personal and professional understanding and philosophy of ESE. NOTE: THIS COURSE IS AN ACCEPTABLE COURSE THAT MAY BE TAKEN TO SATISFY THE RENEWAL REQUIREMENT FOR TEACHING STUDENTS WITH DISABILITIES (SWD).
7. **ESOL Issues and Strategies I (TSL) 3 credits.** This course is designed to build on the foundation course in TESOL for students in integrated pre-service teacher education programs. The goal of this course is to link the theory and practice for effective teaching of ESOL students. The course will focus primarily on methods, curriculum and assessment of ESOL students in the areas of language development, and content areas. Effective strategies regarding reading instruction for ELL students will be emphasized.
8. **Textbooks.** Books and materials are the sole responsibility of the student.

2.03 **Enrollment Requirements.** In order to be offered by BC, all sections of the courses must have a minimum enrollment of twenty five (25) students and a maximum of forty (40) students. The SBBC Department of Teacher Professional Learning and Growth will coordinate the selection of up to seventy-five (75) teachers to participate in the BEC program.

2.04 **SBBC Responsibilities/Cost.**

(a) SBBC shall pay Broward College a total of \$407.67 per student enrolled in each course in which the student is enrolled. Students are responsible for all fees charged by BC outside of tuition and for the cost of all books and materials.

(b) SBBC shall pay BC within two weeks of receiving an invoice.

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

2.06 **Inspection of BC's records by SBBC.** BC 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 BC'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 *Agreement with The District Board of Trustees of Broward College, Florida*



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 BC or any of BC's payees pursuant to this Agreement. BC'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. BC'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. Notwithstanding the foregoing and any other provision herein, BC will not provide confidential and exempt education records of program participants to SBBC, unless SBBC has obtained and provided BC an agreement from such program participants authorizing the release to SBBC.

- (a) **BC Records Defined.** For the purpose of this Agreement, the term "BC 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 BC 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 BC pursuant to this Agreement.
- (c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide BC 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 BC'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 BC 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 BC' 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 BC in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by BC. If the audit discloses billings or charges to which BC is not contractually entitled, BC 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.** BC 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 BC 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 BC pursuant to this Agreement and such excluded costs shall become the liability of BC.

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

2.07 **SBBC Disclosure of Records.**

- (a) Education Records. Although no student education shall be disclosed by SBBC pursuant to this Agreement, should BC come into contact with SBBC education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

- (b) Employee Records. SBBC will disclose SBBC teacher names and work email addresses to BC for registration purposes.

2.08 **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: Chief School Performance and Accountability Officer
 The School Board of Broward County, Florida



610 Northeast 13 Avenue
Pompano Beach, Florida 33060

To BC: Gregory A. Haile, Esq.
President of Broward College
111 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

With a Copy to: Elizabeth Molina
Dean, Education Pathway Community
Broward College, North Campus
1000 Coconut Creek Boulevard
Coconut Creek, Florida 33066

2.09 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.10 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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



2.12 **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.

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 Agreement.

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 **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) day's 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.



3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. 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 **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.

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

3.08 **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **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.

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

3.11 **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.

3.12 **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 *Agreement with The District Board of Trustees of Broward College, Florida*

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.

3.13 **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.

3.14 **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.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

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

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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.

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FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Eric Abend Digitally signed by
Eric Abend
Date: 2020.05.26
11:16:22 -04'00'

Office of the General Counsel

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FOR BC

(Corporate Seal)

The District Board of Trustees of
Broward College, Florida

ATTEST:

DocuSigned by:
Jeffrey Nasse
By _____
CE74DBB3F9B8460...
Jeffrey Nasse

, Secretary

-OR-

DocuSigned by:
Debra Young-Salter
7628499D72224DC...

Witness

DocuSigned by:
Ashanti Messias-Smith
013334AF0811C497...

Witness

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