



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-3.

<b>MEETING DATE</b>	2020-06-23 10:05 - Regular School Board Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	EE. OFFICE OF STRATEGY & OPERATIONS
<b>DEPARTMENT</b>	Grants Administration

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

**TITLE:**

Agreement with Florida Atlantic University

**REQUESTED ACTION:**

Approve the Agreement between The School Board of Broward County, Florida, and Florida Atlantic University. The Agreement begins upon Board approval and concludes on June 30, 2021.

**SUMMARY EXPLANATION AND BACKGROUND:**

The Agreement between The School Board of Broward County, Florida, and Florida Atlantic University Board of Trustees provides funding for the annual Broward Educator Certification (BEC) Program to offer education courses for up to 75 teachers that have been hired on temporary teaching certificates. These college education courses will be delivered online over the course of 8 weeks. The program is designed to help educators gain the education semester hours required by the Florida Department of Education and earn their Initial Teaching Professional Certificate.

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: Safe & Supportive Environment     Goal 3: Effective Communication

**FINANCIAL IMPACT:**

Funds in the amount of \$220,000 will be paid to Florida Atlantic University. These funds will be allocated through Title II, Part A under the recruitment and retention of effective teachers. There is no additional financial impact to the District.

**EXHIBITS: (List)**

(1) Executive Summary (2) Florida Atlantic University Agreement

**BOARD ACTION:**

APPROVED

(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Dr. Fabian Cone	Phone: 754-321-5018
-----------------------	---------------------

Name: Pam Voss	Phone: 954-236-1337
----------------	---------------------

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

*Maurice Woods*  
6/9/2020, 8:20:43 AM

Approved In Open  
Board Meeting On:

JUN 23 2020

*Donna Kohn*  
\_\_\_\_\_  
School Board Chair

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/

## EXECUTIVE SUMMARY

<b>Grant Program</b>	<b>Florida Atlantic University – Broward Educator Certification Program</b>	
Status		
Funds Requested	\$220,000 (to be paid to Florida Atlantic University)	
Financial Impact Statement	Funding for the annual Broward Educator Certification (BEC) Program is to be allocated through Title II, Part A under the recruitment and retention of effective teachers. There is no additional financial impact to the District.	
Schools Included	Up to 75 Broward County Public and Charter School teachers on a temporary teaching certificate.	
Managing Department/School	Teacher Professional Learning and Growth (TPLG)	
Source of Additional Information	1. Dr. Fabian Cone, Director – TPLG 2. Pamela Voss, Supervisor – TPLG 3. Stephanie Williams-Louis, Director – Grants Administration (GA)	754-321-5018 954-236-1337 754-321-2260
Project Description	The agreement between The School Board of Broward County, Florida, and Florida Atlantic University Board of Trustees is to provide education courses for up to 75 teachers that have been hired on temporary teaching certificates. These college education courses will be delivered online over the course of 8 weeks. The program is designed to help educators gain the education semester hours required by the Florida Department of Education and earn their Initial Teaching Professional Certificate. Additionally, teachers in the program will be offered Florida Teacher Certification Examination Sessions for General Knowledge, Elementary Subject Area and the Professional Educator’s Exam.	
Evaluation Plan	Teachers are assessed on their mastery of all Florida Educator Accomplished Practices. Completion of the BEC Program includes accomplishing the required education semester hours on the Statement of Status of Eligibility, and passing scores on all Florida Teacher Certification Exams.	
Research Methodology	Participating teachers’ temporary certificates will expire in June 2020 (or 2021) and, without successfully completing the required courses and passing all of the Florida Teacher Certification Examinations, they will be released from employment.	
Alignment with Strategic Plan	This grant aligns with District Strategic Plan Goal 1: High-Quality Instruction by increasing the number of fully certified teachers and Strategic Plan Goal 2: Continuous Improvement by improving the retention of teachers.	
Level of Support provided by GA	Level 1 – GA staff worked in collaboration with TPLG to develop the executive summary for board approval. GA will track the grant in the system.	

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 23<sup>rd</sup> day of June, 2020, 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**, FAU and SBBC shall collaborate to continue to provide the Broward Educator Certification ("BEC") program to support the retention of teachers.

**WHEREAS**, SBBC desires that certain Broward County Public School employees on a temporary teaching certificate increase their level of skill and apply for the Professional Educator's Certificate for full certification in the State of Florida. FAU 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 3210 Applied Learning Theory; (2) EDG 4343 Classroom Instructional and Assessment Strategies; (3) RED 4335 Content Reading: Middle and Secondary Schools; (4) EDG 4419 Building Classroom Management and Discipline; (5) EDF 3430 Educational Measurement and Evaluation; (6) TSL 4080 Introduction to Theories and Practices of TESOL: Elementary Schools; and (7) TSL 4324 ESOL Strategies for Content Area Teachers: Secondary Schools.

**WHEREAS**, SBBC desires that certain Broward County Public School employees on a temporary teaching certificate satisfy the Florida Department of Education (FDOE) requirement of passing scores on the Florida Teacher Certification Examinations (FTCE) in the appropriate area(s) in order to be eligible for issuance of a Professional Educator's Certificate. FAU offers FTCE sessions to help prepare teachers to pass the General Knowledge Test, Professional Educator's Examination, and Subject Area Examinations.

**WHEREAS**, SBBC desires to assume responsibility for payment of all student related fees associated with enrolled courses; and

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

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 **FAU Responsibilities for Sponsored Courses.** FAU will provide the following sponsored courses to facilitate well-structured engagement in professional learning, specifically in courses that SBBC teachers need to complete their FDOE teaching certification.

(a) The FAU provided-sponsored courses will:

1. Provide up to three (3) sections of the three credit hours of education in EDF 3210 Applied Learning Theory;
2. Provide up to three (3) sections of the three credit hours of education in EDG 4343 Classroom Instructional and Assessment Strategies;
3. Provide up to three (3) sections of the three credit hours of education in RED 4335 Content Reading: Middle and Secondary Schools;
4. Provide up to three (3) sections of the three credit hours of education in EDG 4419 Building Classroom Management and Discipline;
5. Provide up to three (3) sections of the three credit hours of education in EDF 3430 Educational Measurement and Evaluation;
6. Provide up to three (3) sections of the three credit hours of education in TSL 4080 Introduction to Theories and Practices of TESOL: Elementary Schools;
7. Provide up to three (3) sections of the three credit hours of education in TSL 4324 ESOL Strategies for Content Area Teachers: Middle and Secondary Schools;
8. Provide instruction to public school teachers representing the schools in Broward County Public Schools;
9. Be staffed by FAU faculty/instructors as approved by FAU, College of Education; and
10. FAU faculty/instructors shall complete all required assessments described

in the syllabi to determine FAU student performance in the coursework with a prescribed letter grade.

(b) The FAU course sessions will be administered as a Sponsored Program through FAU College of Education. This will include:

1. Registration by students online with FAU support to process with registrar
  - a. Will take place on the start date determined by agreement with SBBC and FAU College of Education;
  - b. Will include FAU academic credit for the contact hours per course;
  - c. For students who have submitted a signed FERPA release, FAU will notify appropriate SBBC's BEC staff of each participant's final letter grade upon the completion of each course.
  - d. Participants must have a bachelor's degree, be a teacher in a school in Broward County Public Schools, and meet the general admission requirements of FAU for non-degree student;
  - e. SBBC will select participants based upon certification recommendation and teacher interest in participating in these fast track sections, the sponsor of the courses. FAU is not responsible for the selection of the participants;
  - f. If participants drop the course after the first class, no refunds will be given concerning any fees, application or tuition based
  - g. All general admission requirements must be supplied at least 20 days before the start of the semester in which classes will be attended.

(c) Class Scheduling

1. Site arrangements will be made by FAU and take place on the Davie Campus of FAU or online, as determined by FAU.
2. Time will be agreed upon mutually by FAU, SBBC and the Instructor of record.

(d) FAU Course Outline and Textbooks:

1. Applied Learning Theory (EDF 3210) 3 credits

This course addresses factors influencing the general and special learner and the learning process and implications of learning theories for curriculum, instruction and classroom management. Recent research as reflected in the knowledge base and applied to the classroom.

2. Classroom Instructional and Assessment Strategies (EDG 4343) 3 credits

A professional preparation course using research-based strategies that focus on the organization and development of instruction, effective assessment strategies with emphasis on data-driven decision-making, and instructional strategies that include the needs of diverse learners. Course emphasizes the education competencies of the Florida Educator Accomplished Practices.

3. Content Reading: Middle and Secondary Schools (RED 4334) 3 credits  
This course is designed to facilitate the acquisition and integration of reading, writing, and study skills into middle and secondary school content areas.
4. Building Classroom Management and Discipline (EDG 4419) 3 credits  
Course provides an overview of strategies and techniques for organizing and managing classroom settings. Strategies and techniques include arrangements for managing students, materials, time, and space. The course is appropriate for both elementary- and secondary-level teachers. Participants will engage in ongoing discussions of the relevance of the curriculum, key issues and topics in curriculum and instructional practice, share resources, and submit assignments through the Blackboard course site.
5. Educational Measurement and Evaluation (EDF 3430) 3 credits  
A basic course to train students/teachers to integrate classroom assessment into instructional planning to improve student learning. Along with basic terminology, students develop particular skills in writing instructional objectives, developing test items of various types, constructing rating scales and understanding the interpretation of standardized tests.
6. Introduction to Theories and Practices of TESOL (TSL 4080) 3 credits  
A practical course designed to introduce students to the special methods and unique experiences involved in the teaching of English to speakers of other languages.
7. ESOL Strategies for Content Area Teachers (TSL 4324) 3 credits  
This course features the study and application of methods, strategies, issues, and materials for teaching Limited English Proficient students. Emphasis will be placed on the areas of language acquisition, multicultural concerns, ESOL through the content areas, and current trends in ESL teaching and learning. The LULAC-META Consent Decree will be explored. This course meets all DOE identified competencies for all special area teachers and all secondary education in service or preservice teachers in all content areas except English.
8. Textbooks:  
Books and materials are the sole responsibility of the student.

2.03 **FAU Responsibilities for Florida Teacher Certification Examination Sessions.**

FAU will provide the following face-to-face sponsored sessions to facilitate well-structured engagement in professional learning, specifically in sessions that SBBC teachers need to complete their FDOE teaching certification exams.

- (a) The FAU provided sponsored examination sessions will include:
  1. Four (1) day sessions for Elementary Education Subject Area Exam

2. Two (1) day sessions for General Knowledge Math Exam
3. Two (1) day sessions for General Knowledge Reading/Language Arts Exam
4. Two (1) day sessions for Professional Educator's Exam

2.04 **SBBC Responsibilities.** Based on a minimum cost of 25 students per course, SBBC's Department of Teacher Professional Learning and Growth will coordinate the selection of up to seventy-five (75) teachers to participate in the BEC program.

2.05 **Costs for Sponsored Courses.**

(a) SBBC agrees to pay FAU, College of Education:

- Total student enrollment costs at current Undergraduate tuition as posted online at FAU Controllers Office website.
- Fees to include parking fees per student for each enrolled semester; and E Learning fee per student for each enrolled course.

- (a) Students are responsible for all other FAU fees, including the non-degree application fee.
- (b) SBBC shall pay FAU within two weeks of receiving the invoice.

2.06 **Costs for Florida Teacher Certification Examination Face to Face Sessions (minimum of 25 and maximum of 40).**

(a) To pay FAU College of Education a total of

- \$200.00 per student enrolled per day in any provided sponsored examination sessions.

(b) SBBC shall pay FAU within two weeks of receiving the invoice.

2.07 **Program Administration.** FAU College of Education agrees to assume 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.

2.08 **Inspection of FAU's Records by SBBC.** FAU shall establish and maintain books, records and documents (including electronic storage media) pursuant to its standard practices, 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, at a mutually agreeable time and date, 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 reasonably evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by FAU pursuant to 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 made by SBBC 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, written policies and procedures, computer

records, disks and software, videos, photographs, worksheets, correspondence, , and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures made by SBBC 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. Such agent or authorized representative shall have signed a confidentiality agreement with SBBC and ensure that all FAU Records shall be treated confidentially.

(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, and shall occur at a mutually agreeable time and date and location.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement and shall be provided adequate and appropriate work space as may be necessary 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 the audit discloses billings or charges to which FAU is not contractually entitled, upon confirmation by FAU, 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) **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.

2.09 **SBBC Disclosure of Records.**

- (a) Education records. Although no SBBC student education records shall be disclosed by SBBC pursuant to this Agreement, should FAU 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) SBBC Employee records. SBBC will disclose SBBC teachers' names and work email addresses to FAU for registration purposes. FAU shall not re-disclose this information except as required or permitted by law.

2.11 **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 FAU: Dr. Bret Danilowicz  
Florida Atlantic University  
777 Glades Road  
Boca Raton, Florida 33431

With a Copy to: Dr. Steve Silverman  
Florida Atlantic University  
777 Glades Road  
Boca Raton, Florida 33431

2.11 **INTENTIONALLY LEFT BLANK.**

2.12 **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, except as may be required pursuant to applicable records retention laws. 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,. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.13 **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. The foregoing shall only be

to the extent and within the limitations of Section 768.28, Florida Statutes. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. 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.

2.14 **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.

2.15 **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 retirement, leave benefits or any other benefits of the other party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall 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) 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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) 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 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **INTENTIONALLY LEFT BLANK.**

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. .

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.

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 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, including epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local, county and municipal agencies and governing bodies, which prevents performance of the Agreement for all or part of the term of the Agreement 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.** Any provision of this Agreement providing for performance by either party after termination of this Agreement, including 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.

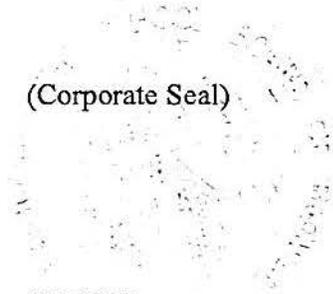
3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

**FOR SBBC:**

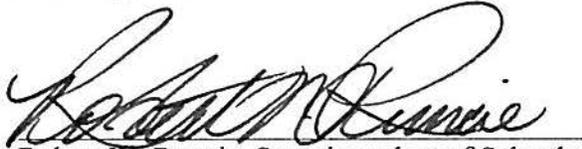
(Corporate Seal)



THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed  
by Eric Abend  
  
Date: 2020.05.26  
11:07:41 -04'00'  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

FOR FAU

(Corporate Seal)

Florida Atlantic University Board of Trustees

ATTEST:

By Bret Danilowicz

\_\_\_\_\_, Secretary

-or-

Russell Duz  
Witness

Felipe Vargas  
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 21<sup>st</sup> day of May, 2020 by Bret Danilowicz of

Name of Person

Florida Atlantic University, 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: 4/9/2023

Suzanne Julia Prescott  
Signature - Notary Public

Suzanne Julia Prescott  
Printed Name of Notary

GG 314535  
Notary's Commission No.

