



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: 2020-06-23 10:05 - Regular School Board Meeting

AGENDA ITEM: ITEMS

CATEGORY: FF. OFFICE OF ACADEMICS

DEPARTMENT: Head Start/Early Intervention

Special Order Request  
 Yes  No

Time

Open Agenda  
 Yes  No

ITEM No.:  
 FF-1.

TITLE:  
 Agreement between The School Board of Broward County, Florida (SBBC) and The District Board of Trustees of Broward College, Florida (BC)

REQUESTED ACTION:  
 Approve Agreement between The School Board of Broward County, Florida (SBBC) and The District Board of Trustees of Broward College, Florida (BC) to provide select parents of Head Start/Early Head Start (HS/EHS) students an opportunity to earn their Child Development Associate (CDA) Credential in Infant/Toddler or Preschool or an Associate of Science in Early Childhood Education through BC.

SUMMARY EXPLANATION AND BACKGROUND:  
 The Head Start/Early Intervention Department will use a panel of HS/EHS staff and Policy Council members to review eligible participant applications and determine accepted applicants. Once accepted to BC, students will participate in a structured curriculum that will result in a CDA Credential in Infant/Toddler or Preschool or an Associate of Science in Early Childhood Education. Upon completion of the aforementioned BC program, they will be fully prepared to work in HS/EHS classrooms in SBBC schools. The Agreement term between SBBC and BC is July 1, 2020 through June 30, 2024. 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:  
 The estimated financial impact to the District will be \$120,000. The funding source will come from Head Start Grant funds.

EXHIBITS: (List)  
 (1) Executive Summary SBBC and BC (2) Agreement\_SBBC and Broward College

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Angela M. Iudica, Director	Phone: 754-321-1972
Name: Elizabeth Glaid	Phone: 754-321-1958

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
 Senior Leader & Title  
 Daniel Gohl - Chief Academics Officer

Signature  
 Daniel F. Gohl  
 5/21/2020, 3:49:14 PM

Approved In Open Board Meeting On: JUN 23 2020  
 By: School Board Chair

## EXECUTIVE SUMMARY

### RSBM Board Item # FF- 1

<b>Grant Program</b>	<b>United States Department of Health and Human Services: Head Start/Early Head Start Program</b>
<b>Status</b>	New
<b>Funds Requested</b>	\$120,000
<b>Financial Impact Statement</b>	The estimated financial impact to the District will be \$120,000. The source of funding is the Head Start/Early Head Start grant. The Head Start/Early Intervention Department of The School Board of Broward County (SBBC) will cover the costs associated with the program track of choice at Broward College (BC) to include tuition and fees for eligible students in this program as well as the cost for textbooks, fees, and the CDA Credential not to exceed Seven Thousand Seventy-four Dollars (\$7,074.00) per student for an Associate of Science in Early Childhood Education and One Thousand Sixty-one Dollars and Ten Cents (\$1,061.10) per student for CDA courses and training. The Head Start/Early Intervention Department of SBBC shall pay costs directly to BC subject to adjustments, from time to time if any, in BC's tuition and fee schedule not to exceed Thirty Thousand Dollars (\$30,000) paid in tuition, books, and fees per year for four (4) years. The Head Start/Early Intervention Department of SBBC shall cover costs associated with obtaining the required fingerprinting for child licensing through the state clearinghouse for National CDA Infant/Toddler - Early Head Start only.
<b>Managing Department</b>	Head Start/Early Intervention Department
<b>Source of Additional Information</b>	1. Dr. Angela Iudica, Director – Head Start/Early Intervention 754-321-1972 2. Liz Glaid, Head Start/Early Head Start Specialist 754-321-1958
<b>Project Description</b>	Broward College will define and implement a program where select parents of HS/EHS students will be eligible to earn their CDA Credential in Infant/Toddler or Preschool or an Associate of Science in Early Childhood Education. Upon completion of this program, they will be fully prepared to work in HS/EHS classrooms in SBBC schools. BC shall provide a sequence of courses and SBBC will cover the costs associated with the program track of choice to include tuition and fees for eligible students in this program as well as the cost for textbooks, fees, and the CDA Credential as designated by the HS grant administration for an Associate of Science in Early Childhood Education and CDA courses.
<b>Evaluation Plan</b>	A committee of Head Start staff and Policy Council members shall determine the eligibility of participants through an application process. Participants will apply for a parent scholarship through HS/EHS. A panel of HS/EHS staff and HS/EHS Policy Council members will review all completed applications that are submitted by the designated deadline. A scoring rubric will be used by the panel to determine accepted applications. All eligible participants must also meet the admission requirements for entry into BC. Once accepted into BC, students will participate in a structured curriculum that will result in a CDA Credential in Infant/Toddler or Preschool or an Associate of Science in Early Childhood Education. The success of the program will be evaluated using data that depicts number of parents completing the BC program and numbers of parents subsequently hired into the SBBC system as a Teacher Assistant.
<b>Research Methodology</b>	The research-based Head Start Parent Family Community Engage Framework is used to provide guidance for implementing Head Start Program Performance Standards with goals to include families becoming lifelong learners and family well-being. Data regarding staffing issues of the Teacher Assistant position was gathered and it was determined that this program could help the District in having a pool of qualified Teacher Assistant candidates while also assisting parents in getting an education and obtaining gainful employment.
<b>Alignment to Strategic Goals</b>	This grant supports District Strategic Plan Goal 1: High-Quality Instruction; Initiative 1: Achievement and Equity; Goal 2: Support Services for All; Initiative 2: Prevention, Intervention and Awareness, Initiative 3: Social Emotional Learning.

**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

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

**WHEREAS**, BC and SBBC desire to create an educational support program that establishes a pathway for SBBC Head Start/Early Head Start (“HS/EHS”) parents to earn a National Child Development Associate (“CDA”) Credential in Infant/Toddler or Preschool or an Associate of Science in Early Childhood Education, thus becoming eligible for employment as a Teacher Assistant or Child Development Associate with HS/EHS in SBBC schools; and

**WHEREAS**, activities under this Agreement will be undertaken upon the re-opening of BC and/or when such courses are available in an on-line format.

**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 are 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 commences on the date fully executed by all parties and concludes on June 30, 2024.

2.02 **Program Overview**. SBBC, in partnership with BC, shall define and implement a program where select parents of HS/EHS students will be eligible to earn their CDA Credential in Infant/Toddler or Preschool or an Associate of Science in Early Childhood Education. Upon completion of this program, they will be fully prepared to work in HS/EHS classrooms in SBBC schools. BC shall provide a sequence of



courses described in the attached **Appendix A**. SBBC will cover the costs associated with the program track of choice to include tuition and fees for eligible students in this program as well as the cost for textbooks, fees, and the CDA Credential as designated by the HS grant administration not to exceed Seven Thousand Seventy-four Dollars (\$7,074.00) per student for an Associate of Science in Early Childhood Education and One Thousand Sixty-one Dollars and Ten Cents (\$1,061.10) per student for CDA courses and training described in the attached **Appendix B**. SBBC shall pay costs directly to BC subject to adjustments, from time to time if any, in BC's tuition and fee schedule not to exceed Thirty Thousand Dollars (\$30,000) paid in tuition, books, and fees per year for four (4) years. SBBC shall cover costs associated with obtaining the required fingerprinting for child licensing through the state clearinghouse (National CDA Infant/Toddler - Early Head Start only).

2.03 **Initial Eligibility for Participants.** SBBC shall determine the eligibility of participants through an application process. Participants will apply for a parent scholarship through HS/EHS. A panel of HS/EHS staff and HS/EHS Policy Council members will review all completed applications that are submitted by the designated deadline. A scoring rubric will be used by the panel to determine accepted applications. All eligible participants must also meet the admission requirements for entry into BC.

2.04 **Program Structure.** Once accepted into BC, students will participate in a structured curriculum that will result in a CDA Credential in Infant/Toddler or Preschool or an Associate of Science in Early Childhood Education.

2.05 **Program Administration.** The Parent Scholarship Program will be implemented and supervised by the HS/EHS Grant Administration in conjunction with BC Administration. As students of BC, participants will be subject to the expectations, policies, and procedures of BC.

2.06 **SBBC Disclosure of Education Records.** Although no student records shall be disclosed pursuant to this Agreement, should BC come into contact with 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. Likewise, no employee information shall be disclosed by SBBC to BC. If BC encounters employee information, it may not be re-disclosed except as required or permitted by law.

Parents will provide their own information to BC and apply for admission directly. SBBC will send an acknowledgement to BC containing each parent's name as the recipient of the Head Start/Early Head Start Parent Scholarship.

2.07 **BC Confidentiality of Education Records.**

Notwithstanding any provision to the contrary within this Agreement, BC 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 regulations 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 years 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;

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;

**2.08 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 Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments, and/or claims submitted by BC or any of BC 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. Access to any education records will only be granted to SBBC upon BC being provided a written consent to disclosure from the applicable student or SBBC having a legitimate educational interest in the record(s) and entering into a written agreement with BC on similar terms to Section 2.07 above.

a) **BC's Records Defined.** For the purposes of this Agreement, the term "BC's Records" includes, 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'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 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 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 five percent (5%) 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) 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.

2.09 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: Director of Head Start/ Early Intervention Department  
The School Board of Broward County, Florida 600  
Southeast third Avenue  
Fort Lauderdale, Fl 33301

To BC: The Office of General Counsel  
Broward College  
111 E Las Olas Blvd, 5<sup>th</sup> Floor  
Fort Lauderdale, Fl 33301



With a Copy to:

Dr. Elizabeth Molina, Associate Dean  
Broward College  
1000 Coconut Creek Blvd.  
Coconut Creek, FL 33066

2.10 **Background Screening.** BC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all 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 SBBC in advance of BC or its personnel providing any services under the conditions described in the previous sentence. BC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to BC and its personnel. The parties agree that the failure of BC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, BC agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from BC's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. BC shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, BC shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. BC shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if BC does not transfer the public records to SBBC. Upon completion of the Agreement, BC shall transfer, at no cost, to SBBC all public records in possession of BC or keep and maintain public records required by SBBC to perform the services required under the Agreement. If BC transfers all public records to SBBC upon completion of the Agreement, BC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BC keeps and maintains public records upon completion of the Agreement, BC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.12 **Responsibilities.** Each party agrees to be fully responsible for its acts of negligence, or its  
*Agreement with The District Board of Trustees of Broward College* Page 5 of 13



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.

2.13 **Insurance Responsibilities.** BC, as a public body corporate of Florida, and its insurance is in line with the sovereign immunity caps. 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 state law 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.

2.14 **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.

2.15 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### **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 to include but not limited to nonpayment or late payment under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (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 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 provided tuition and fees shall only be refunded in accordance with BC's tuition and fee policies. 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 as well as BC policies, 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. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, 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 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.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

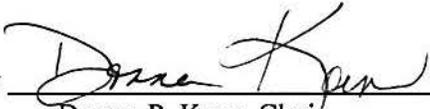


(Corporate Seal)

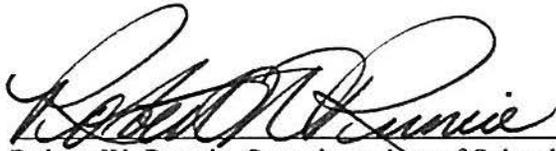


**FOR SBBC:**

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 Maya A.  
Moore  
Reason: Broward College  
Agreement  
Date: 2020.05.18 20:51:35 -04'00'

Office of the General Counsel

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



**FOR BC:**

(Corporate Seal)

ATTEST:

The District Board of Trustees of Broward College,  
Florida

By \_\_\_\_\_

DocuSigned by:  
*Jeffrey Masse*  
CE74DBD3F98845C

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

-  
or

DocuSigned by: -  
*Debra Young-Salter*  
76254B9D72224DC...

Witness

DocuSigned by:  
*Ashanti Messias Smith*  
DC14CC8683884C1

Witness



**Appendix A**  
Broward College District Board of Trustees

## Associate of Science in Early Childhood Education- 2166

Term 1		Term 2	
Course	Credits	Course	Credits
ENC1101	3	ENC1102	3
MGF1106	3	PSY2012	3
EEC1603	3	CHD1331	3
EEC1200	3	CHD1320	3
CGS1060C	3		

Term 3	
Course	Credits
CHD1334	3
SPC1024 or SPC1680	3

Term 4		Term 5	
Course	Credits	Course	Credits
CHD1338	3	HUM1020	3
HLP1081	2	CHD2800	3
CHD1940	3	CHD2441	3
EDF1005*	3	BSC1005	3
DEP2002	3	BSC1005L	1
Total Program Credit Hours			60

Notes\* recommended elective. This course is required for admission into any Baccalaureate Education program.

## CDA Courses

Course	Credits
CHD1320	3
EEC1200	3
EEC1603	3



**Appendix B**

## Broward College District Board of Trustees

## Cost Information

<b>Per Student Cost for Associate of Science (A.S.) in Early Childhood</b>	
Total tuition and fees per credit hour (in-state resident)	\$117.90
Total for 60 A.S. credits	\$7,074.00
CDA Credential Fee	\$425.00
Estimated cost of textbooks and supplies	\$904.45
Total estimated cost of program per student	\$8,521.35

<b>Per Student Cost for National CDA Courses and Training</b>	
Total tuition and fees per credit hour (in-state resident)	\$117.90
Total for 9 CDA credits	\$1,061.10
CDA Credential Fee	\$425.00
Estimated cost of textbooks and supplies	\$259.95
Total estimated cost of program per student	\$1,863.95

\*The tuition and fees set forth above are the current BC tuitions and fees for the programs. Tuition and fees will be charged in accordance with the BC tuition and fee schedule in effect during the applicable student's enrollment period.

