

DUAL ENROLLMENT ARTICULATION AGREEMENT

This **DUAL ENROLLMENT ARTICULATION AGREEMENT** (“Agreement”) is made and entered into as of _____, 2020 (the “Effective Date”), by and among

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereafter 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 FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

(hereafter referred to as “FAU”)

a member of the State University System of Florida,
whose principal place of business is
777 Glades Road, Boca Raton, Florida 33431

WHEREAS, FAU and SBBC are encouraged by Section 1007.22, Florida Statutes, to enter into inter-institutional agreements to maximize articulation; and

WHEREAS, accelerated mechanisms include programs whereby eligible SBBC district students are permitted to enroll in a postsecondary course creditable toward a high school diploma and a vocational/technical certificate, or an associate or baccalaureate degree; and

WHEREAS, FAU and SBBC offer courses that enhance accelerated learning opportunities, including dual enrollment, for qualified SBBC district students; and

WHEREAS, FAU and SBBC wish to promote and explain eligibility criteria for participation in accelerated learning opportunities to students and parents, including dual enrollment pursuant to Section 1007.271, Florida Statutes, and explain the process by which students and parents can exercise their option to participate.

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 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, the term of this Agreement shall be effective August 4, 2020 and shall conclude on July 31, 2022, and, if both parties mutually agree, may be renewable for one (1) additional two (2) year period.

2.02 Joint Responsibilities. SBBC and FAU shall maintain responsibility for implementing this Agreement and shall review this Agreement and the performance of the parties hereunder each year to ensure that it continues to serve their mutual interests. FAU and SBBC may provide personally identifiable student records to each other in the performance of this Agreement. Such records are provided pursuant to Sections 1002.22, 1002.221, and 1002.225 Florida Statutes, and 20 U.S.C. 1232g. Each party further agrees to comply with Sections 1002.22, 1002.221, and 1002.225, Florida Statutes, and 20 U.S.C. 1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records. SBBC is permitted to disclose education records to FAU without written consent, so long as the disclosure is to facilitate the student's enrollment in the FAU program. To disclose information from education records to FAU for any other purpose (except as allowable by federal and state law), SBBC shall obtain and maintain written consent of the parent or student age 18 years or over.

2.03 Liability. To the extent permitted by law, each party agrees to be responsible for its acts of negligence or its agent's acts of negligence when acting within the course and scope of their employment.

2.04 Required Insurance Coverages. 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.

2.05 Existing Articulation Agreements. Nothing in this Agreement shall negate or supersede any articulation agreements between the parties relating to a specific SBBC school site or program.

ARTICLE 3 – ARTICULATION COMMITTEE

3.01 SBBC and FAU agree to utilize the Articulation Committee (Committee) to monitor the activities established by this Agreement, to recommend enhancements and other changes, and to generally promote articulation. Committee members and/or designees shall be as follows:

Members from SBBC:
Chief Academic Officer
High School Principal Executive Chair
Director of School Counseling and BRACE
Director of Secondary Learning

Members from FAU:
High School Dual Enrollment Coordinator
Executive Director of Undergraduate Admissions
University Registrar
Senior Associate Provost
Director, Assessment, Accreditation and Articulations
Dean of Undergraduate Studies

3.02 The Committee will meet in September and February and other times as needed. All parties agree to abide by any applicable regulatory changes regarding college credit dual enrollment passed during the relevant fiscal year.

ARTICLE 4 - INFORMATION FOR STUDENTS AND PARENTS

4.01 SBBC will provide students and families with informational documents describing the educational benefits and eligibility requirements for the various program acceleration options as required per Section 1007.271(8), Florida Statutes, as well as a copy of the Dual Enrollment Transfer Guarantees as required per Section 1007.271(15), Florida Statutes.

4.02 Each high school curriculum guide will describe acceleration options.

4.03 On an annual basis, SBBC will notify the parents of rising 9th graders regarding the importance of rigorous coursework such as Advanced Placement and Dual Enrollment courses.

ARTICLE 5 -APPROVED COURSES

5.01 Approved Courses. All courses which meet the terms and conditions of courses that are offered by the FAU catalog shall be eligible for dual enrollment, except as set forth on FAU dual-enrollment website at <http://www.fau.edu/registrar/dual-enrollment/#Course>. Courses eligible for dual enrollment must be a minimum of three college credits; courses with two or more college credits with a 1.0 or more credit lab are acceptable. If there are co-requisite courses required by FAU, the courses must be taken simultaneously. A delineation of high school credits earned for completion of each dual enrollment course is available at www.FLVC.org under "Degrees and Careers; Accelerated Credit Options; Dual Enrollment and Early Admissions Credit." For the summer semesters, dual enrollment students must be approved by SBBC and will be limited to the following program options:

a) Museum of Discovery and Science App-titude Program

b) Engineering Scholars Program

c) Pine Jog Programs

H2O to Go! Connections – JROTC

H2O to Go! Restorations

Pine Jog Fellows/Fellowship

The foregoing courses and special programs are subject to resource availability including staffing, credentialing, and other constraints, as determined by FAU in its sole yet reasonable discretion. Additionally, FAU does not make any guarantees as to availability or that any specific course or program will be offered every semester.

ARTICLE 6 – STUDENT ELIGIBILITY, ADMISSIONS & REGISTRATION

6.01 FAU Dual Enrollment registration policies and procedures may be found at FAU’s dual enrollment website: <http://www.fau.edu/registrar/dual-enrollment/>. FAU will provide assistance to the designated high school guidance staff to accomplish application and registration requirements; however, it is the responsibility of the student and the high school guidance counselor to complete the required sections of the forms and select eligible courses that are aligned to core subject areas. As educational planning is strongly encouraged, students who bring incomplete dual enrollment applications and/or forms to the FAU Registrar’s Office will not be permitted to register for dual enrollment. Additionally, all forms and applications must be submitted by the published deadline each semester. A home education dual enrollment student must be registered with SBBC.

6.02 Students participating in dual enrollment options must meet the following minimum entrance eligibility requirements: (1) enrollment in a course of study which will fulfill requirements for high school graduation; (2) have earned four (4) high school credits with at least a 3.0 cumulative un-weighted high school GPA, two of which must be an English Language Arts course and a mathematics course; (3) must earn the minimum standardized college placement scores for college-level courses in all three placement subject areas (Reading, Math, and English), and satisfy the college preparatory testing requirements of Section 1008.30, Florida Statutes, and Rule 6A-10.0315, Florida Administrative Code; and (4) any additional criteria determined by FAU in its sole discretion.

- a) For as long as DOE Order No. 2020-EO-02 or any other applicable rule, regulation, requirement or order (“Order”) is in effect or extended by further order, and through the FAU term in which the Order expires, FAU will allow these additional initial eligibility requirements along with the 3.0 unweighted high school GPA to be used to determine college ready placement for enrollment:

- 1. Common placement test scores (PERT, Accuplacer, SAT, ACT):

Test	Reading/Verbal	Writing/English	Mathematics/Algebra
S.A.T.	24	25	24
A.C.T.	19	17	19
Classic Accuplacer (pre- February 1, 2020)	83	83	72

Next-Generation Accuplacer* (post September 1, 2019)	245	245	242
P.E.R.T.	106	103	114

2. If common placement test scores are unavailable:
 - a. PSAT scores (includes PSAT 8/9, PSAT 10 and PSAT/NMSQT)
 1. Evidence-Based Reading and Writing (EBRW): 430 or higher **AND**
 2. Math: 480 or higher
 - b. Pre-ACT scores meeting the following minimum standards:
 1. Reading 19
 2. English 17
 3. Mathematics 19
3. If no test scores are available, including the PSAT and/or the Pre-ACT:
 - a. High School record and notice
 1. Signed letter from high school principal or designee stating that they believe the student will succeed in college-level courses, despite the lack of test scores. This letter must list the specific courses that the student has permission to register for **AND**
 2. Student must have earned a “B” or higher in high school English coursework

6.03 SBBC students must be enrolled in any grades 6 through 12 to be eligible for dual enrollment and meet the minimum scores for college readiness as determined by Rule 6A-10.0315, Florida Administrative Code. All prerequisite testing must be completed prior to enrollment. The student or parent/guardian is responsible for all testing fees. High school seniors are not eligible for dual enrollment during the summer term at the end of their senior year. Home Education students must submit a Legal Compliance and Eligibility Form for each term they enroll, validated by the SBBC Home Education Office, at the time of registration.

6.04 Other required documents needed in order to complete the Dual Enrollment admissions process include: (i) test score reports for approved standardized assessments such as ACT, SAT or the PERT or all sections of a recognized college placement test; and (ii) an official copy of the transcript will be provided by the high school for purpose of GPA verification.

6.05 Eligible students are subject to credit limits prescribed by law, the State Board of Education, the Florida Board of Governors, or any other applicable policy or legal authority. After earning 60 dual enrollment credits or the student turns 19 years of age (whichever occurs first), the student may not be admitted to FAU as a dual enrollment student unless otherwise provided by law.

6.06 All Dual Enrollment students are responsible for officially withdrawing from classes they are no longer attending. Students must receive high school permission to withdraw from a dual enrollment course. The Registrar's office must receive an official withdrawal from a Dual Enrollment course(s) by the deadline published by FAU. Students who do not officially withdraw

from a class may receive a failing grade, which becomes a part of their permanent transcript records and could have a negative effect on future college admissions, scholarship opportunities, and/or financial aid.

ARTICLE 7- ADDITIONAL STUDENT ELIGIBILITY REQUIREMENTS

7.01 If the student is projected to graduate from high school before the scheduled completion date of a postsecondary course, the student may not register for that course through dual enrollment/Early Admissions program. However, the student may apply to FAU and pay the required registration, tuition, and fees if the student meets FAU's admissions requirements.

7.02 Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a dual enrollment course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered. Students should adhere to the FAU Student Code of Conduct found at:

<http://www.fau.edu/artsandletters/newpdfs/4.007.Student%20Code%20of%20Conduct.pdf>

7.03 FAU shall enter into a home education articulation agreement with each home school education student seeking enrollment in a dual enrollment course and the student's parent.

7.04 Early Admission shall be a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis (12 minimum to 18 maximum credit hours) in courses that are creditable toward the high school diploma and associate and/or baccalaureate degree. Students must maintain full-time enrollment (12 credit hours) in order to continue their Early Admission status. Students seeking enrollment under Early Admission status must meet all eligibility requirements for dual enrollment listed within this document and meet FAU Early Admission requirements, including a Freshman Early Admissions Profile, 3.8 high school grade point average and an SAT (all three sections) of 1800, SAT (both two sections) of 1290, or an ACT of 27. Unlike dual enrolled students, early admission students may enroll in one or two credit hour courses if required by FAU. Early admission students are allowed to continue in the program as long as their most current FAU term GPA is a minimum of 2.0. In this case, a "D" or "F" grade may be repeated for grade forgiveness with permission from the high school principal/dual enrollment designee. FAU only considers applicants for Early Admissions starting in the Fall term of the senior year. For early admission, students must maintain a 2.0 term grade point average in college level work (18-credit option students must meet GPA/letter grade requirements of their selected graduation option).

7.05 Students enrolled in postsecondary instruction not creditable toward a high school diploma (continuing education and avocational courses) shall not be considered dual enrollment students. Students who choose to enroll in such courses must meet all standard admission requirements for the courses and shall be required to assume the cost of tuition, fees and instructional materials necessary for such courses.

7.06 Special dual enrollment credit programs may have admissions requirements that differ from those stated in this Agreement. Additional eligibility criteria may apply.

ARTICLE 8 – UNIVERSITY COURSE EXPECTATIONS

Both FAU and SBBC will collaborate in notifying the students of the options to participate in Dual Enrollment, and will inform students and parents or guardians of university course level expectations, including, but not limited to the following:

8.01 Dual enrollment courses must meet university curricular expectations and are at the same depth and rigor of non-dual enrollment university instruction, including those dual enrollment courses offered on the high school campus. While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses which some parents may find objectionable for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

8.02 Students must maintain a 3.0 cumulative grade point average in other high school academic work and must earn a grade of "C" or better in each college level course in order to continue in the program. Semester hours for dual enrollment will be limited to eight (8) semester hours in each full fall term and spring term, and not to exceed a total of four (4) semester hours in the summer term, regardless of the number of institutions attended. Students may be counted as full-time equivalent students for instruction provided outside the required number of school days if such instruction counts as credit toward a high school diploma. All courses must be at least three (3) credits and be taken for a letter grade, not Pass/Fail or Satisfactory/Unsatisfactory. Dual enrollment students who receive a "C-" or lower will not be allowed to continue in the program; however, all grades are calculated in a student's GPA and will appear on their high school and college transcripts. Students earning a low grade or "W" in a dual enrollment course may find difficulty in meeting future college admissions requirements and the qualifications for financial aid/scholarships, including the Florida Bright Futures Scholarship.

8.03 Dual enrollment students are required to abide by the same guidelines outlined in FAU's Student Handbook: <http://www.fau.edu/student/handbook/> which contains the academic calendar, code of conduct, students' rights and responsibilities, grading and evaluation process, academic dishonesty, disciplinary procedures, as well as accommodations provided for students with disabilities. No exceptions to these guidelines will be made for dual enrollment students. It is the students' responsibility to attend all classes in which they are enrolled.

8.04 Students may not register for directed independent study courses, study abroad courses, graduate level course or courses for which prerequisites have not been met. Students may only register for four College of Business courses – ECO 2013 Macroeconomic Principles, ECO 2023 Microeconomic Principles, ISM 2000 Information Systems Fundamentals, and GEB 2011 Introduction to Business. All courses must be at least three (3) credits and be taken for a letter grade, not Pass/Fail or Satisfactory/Unsatisfactory. Dual enrollment students who enroll in ECO courses as their high school equivalent economics course must also complete a financial literacy component in order to satisfy the state economic high school graduation requirement. FAU will not provide the financial literacy component. Please consult your high school counselor for advisement.

ARTICLE 9 – EXCEPTIONS

9.01 There are no grade point average exceptions for dual enrollment.

9.02 There are no exceptions to the professional rules, guidelines, and expectations stated in the faculty handbook for FAU. All faculty members must meet or exceed the academic and professional preparation requirements for teaching at FAU. For SACS-COC accreditation purposes, postsecondary transcripts of all full-time or adjunct faculty teaching dual enrollment and early admissions courses must be on file with FAU, regardless of who actually employs them or pays their salary. It is the responsibility of the faculty to request official faculty credentials and transcripts be sent to FAU (Human Resources). All dual enrollment instructors meet or exceed the minimum qualifications established by SACS-COC. FAU department chairs will observe and monitor all dual enrollment instructors who are employees of SBBC. All such teachers shall be credentialed through FAU's new credentialing process.

9.03 There are no exceptions to the FAU student handbook rules, guidelines, and expectations, including without limitation the FAU Student Code of Conduct.

ARTICLE 10 - SCHOOL DISTRICT RESPONSIBILITIES REGARDING STUDENT ELIGIBILITY & PERFORMANCE MONITORING

10.01 Principals and guidance counselors are responsible for determining student eligibility and monitoring student performance and enrollment status to avoid pitfalls that may prevent students from completing high school graduation requirements.

10.02 SBBC shall annually assess the demand for dual enrollment and provide that information to FAU by December 1st pursuant to Section 1007.271, Florida Statutes.

10.03 Home education dual enrollment students may participate in the dual enrollment program for two consecutive years of academic instruction or until the end of the term in which the student reaches the age of 19 years. After the two consecutive years are completed or the student turns 19 years old (whichever occurs first), the home education student may not be admitted as a dual enrollment student unless otherwise provided by law. An SBBC Staff will only sign recommendation forms for home education students who have not earned more than 60 total dual enrollment credits regardless of the institution where the credits were taken.

10.04 If a dual-enrolled high school student wants to request accommodations for a disability (based on an Individualized Educational Plan or a 504 Plan), SBBC shall provide the student with copies of the documentation verifying the disability and facilitate contact with the Student Accessibility Services office at FAU. The student will meet with Student Accessibility Services staff so documentation can be reviewed, and reasonable accommodations arranged.

10.05 Enrollment and registration holds may be placed on the student's account to prohibit schedule changes outside of the drop/add period. SBBC will not reimburse FAU for classes students drop during the FAU-prescribed drop/add period. If a class is dropped after the drop/add period, standard tuition rates will be assessed to SBBC. A student, with permission from

his/her assigned high school, who withdraws from the Dual Enrollment Program, must return to their high school for class assignment by the principal/designee.

ARTICLE 11- TRANSMISSION OF STUDENT GRADES

11.01 SBBC and FAU must weigh dual enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when honor grade point averages (HPA) are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited. Grades may be accessed by students through FAU's online record system. In addition, a transcript of grades is sent to each high school dual enrollment principal/designee at the end of each semester.

ARTICLE 12 - COSTS

12.01 SBBC shall pay the standard tuition rate per credit hour (currently \$105.07), including costs for instructional materials to FAU or their designated bookstore agent, from funds provided in the Florida Education Finance Program for providing instruction when such instruction takes place on FAU's campuses/centers, including online courses, during the fall or spring term to cover instructional and support costs incurred by FAU. SBBC shall pay the cost of FAU student identification cards and transportation access fees. Subject to annual appropriation in the General Appropriations Act, FAU shall receive an amount of funding equivalent to the standard tuition rate per credit hour for each dual enrollment course taken by a student during the summer term.

12.02 When dual enrollment is provided on the high school site by FAU faculty, SBBC shall reimburse the costs associated with the proportion of salary and benefits incurred by FAU to provide the instruction. Payment of other FAU fees, including without limitation, transportation access fees, shall be mutually agreed upon between the parties for dual enrollment students taking courses on a high school site by FAU faculty.

12.03 When dual enrollment is provided on the high school site by SBBC faculty, SBBC will pay for the cost of instructors and is not responsible for payment to FAU. Payment of other FAU fees, including without limitation, transportation access fees, shall be mutually agreed upon between the parties for dual enrollment students taking courses on a high school site by SBBC faculty.

12.04 It is the responsibility of the Home Education student to purchase any instructional materials required for FAU Dual Enrollment course(s).

12.05 Students are responsible for their own transportation.

12.06 Students are responsible to FAU for all library fines.

12.07 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. Such damage shall be limited to the monetary limits listed in 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.

12.08 Inspection of FAU's Records by SBBC. FAU shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All of FAU's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by FAU or any of FAU's payees pursuant to this Agreement. FAU's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. FAU's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) FAU's Records Defined. For the purposes of this Agreement, the term "FAU's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to FAU's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to FAU pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide FAU reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to FAU's facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate workspace 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, 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 reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials with jurisdiction.

ARTICLE 13 – GENERAL CONDITIONS

13.01 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 - 13th Floor Fort Lauderdale, Florida 33301
With a copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To FAU:	Senior Associate Provost Florida Atlantic University Office of the Provost, ADM Boca Raton, Florida 33431
With a copy to:	Florida Atlantic University Office of the Registrar Student Services Boca Raton, Florida 33431
and a copy to:	Florida Atlantic University Office of the General Counsel ADM 370 Boca Raton, Florida 33431

13.02 Background Screening. FAU agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, as applicable. Dual enrollment students attending courses at FAU are deemed to be post-secondary students under the Florida Department of

Education's interpretation of the Jessica Lunsford Act. Required background screenings will be conducted by SBBC in advance of FAU or its personnel providing services on SBBC school grounds. FAU shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FAU and its personnel. The parties agree that the failure of FAU to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FAU 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 FAU'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 FAU of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

13.03 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.

13.04 No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13.05 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 the other party's 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. Each party shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for its respective employees performing services under this Agreement, as applicable.

13.06 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

13.07 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.

13.08 Public Records. Pursuant to Section 119.0701, Florida Statutes, 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.

13.09 SBBC Disclosure of Education Records.

a) SBBC shall provide FAU with the education records listed in this section for the purposes of:

- 1) Verifying that SBBC students meet qualifications for dual enrollment
- 2) SBBC and FAU providing ongoing academic advisement in dual enrollment course options and progression in dual enrollment courses at FAU.

b) SBBC shall provide FAU with the following education records:

- 1) High School Transcript,
- 2) Unweighted High School Grade Point Average (GPA), and
- 3) Either PSAT, SAT, ACT, Advanced Placement (AP) or Postsecondary Education Readiness Test (PERT) test scores.

c) FAU and SBBC may provide personally identifiable student records to each other in the performance of this Agreement without prior consent of the parent or student age 18 years or over. Such records are provided pursuant to Sections 1002.22, 1002.221, and 1002.225, Florida Statutes, and 20 U.S.C. 1232g.

13.10 FAU Confidentiality of Education Records.

(a) Notwithstanding any provision to the contrary within this Agreement, FAU shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) 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;

3) 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;

4) 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;

5) 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;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) FAU shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

13.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

13.12 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 exclusively to the jurisdiction of the Southern District of Florida.

13.13 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.

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

13.15 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

13.16 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.

13.17 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

13.18 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.

13.19 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.

13.20 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.

13.21 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, 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 governing bodies, 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.

13.22 Survival. All representations and warranties made herein, regarding obligations to reimburse or pay SBBC or FAU, 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.

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

13.24 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.

13.25 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.

13.26 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.

13.27 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 party of its desire to terminate this Agreement. Such termination shall not affect the rights and duties of the parties under this Agreement with respect to the Dual Enrollment students enrolled in the then current FAU academic semester.

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Donna P. Korn, Chair

Date: _____

Robert W. Runcie
Superintendent of Schools

APPROVED AS TO FORM:

Date: _____

Office of the General Counsel

Date: _____

FOR THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES:

By: [Signature]

Name: Bret Danilowicz

Title: Provost + VPAA

Date: 7/24/2020

APPROVED AS TO FORM: By: [Signature] 7/23/2020
Wendi Appelbaum
Assistant General Counsel

**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 24th day of
July, 2020 by Bret Danilowicz of

Name of Person

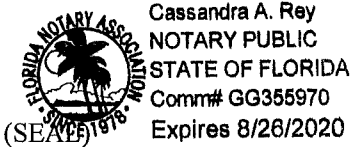
Florida Atlantic University Board of Trustees, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

[Signature]
Signature – Notary Public



cassandra rey
Printed Name of Notary

GG355970
Notary's Commission No.