



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
EE-14.

MEETING DATE **2018-09-05 10:05 - School Board Operational Meeting**

AGENDA ITEM **ITEMS**

CATEGORY **EE. OFFICE OF STRATEGY & OPERATIONS**

DEPARTMENT **Procurement & Warehousing Services**

Special Order Request
 Yes No

Time

Open Agenda
 Yes No

TITLE:
 Recommendation to Approve First Amendment and Additional Spending Authority - 58-060V - Teacher Education Pathway Program Broward College

REQUESTED ACTION:
 Approve the recommendation to award the amendment to the agreement. Contract Term: June 13, 2017 through August 31, 2021, 4 Years; User Department: Coaching and Induction; Additional Requested Amount: \$44,244; New Award Amount: \$236,912; Awarded Vendor(s): The District Board of Trustees of Broward College, Florida; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
 The paraprofessional to teacher non-instructional program invest in current School Board of Broward County (SBBC) employees. SBBC department of Coaching and Induction and Broward College have created a partnership to support the Teacher Education Pathway program. The purpose of the program is to build a talent pipeline of non-instructional staff to become full-time certified teachers.
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.
 This Agreement will be executed after School Board approval.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
 The estimated financial impact to the District will be \$44,244. The contract award amount was for \$194,668. The request is to increase the spending authority by \$44,244 bringing the new contract value to \$236,912. The funding source will come from the Teacher Incentive Fund 5 Competitive Grant. The financial impact amount represents an estimated contact value; however, the amount authorized will not exceed the estimated contact award amount.

EXHIBITS: (List)
 (1) Executive Summary (2) Agreement (3) Approved ARF 6-13-2017 SBOM II-4 (4) Financial Analysis Worksheet

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Angela Brown	Phone: 754-321-5024
Name: Mary C. Coker	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
 8/27/2018, 4:36:47 PM

Approved In Open Board Meeting On: **SEP 05 2018**
 By: *Heather P. Pounturo*
 for School Board Chair

EXECUTIVE SUMMARY

Recommendation for First Amendment to the Agreement 58-060V – Teacher Education Pathway Program Broward College

This request is to approve the First Amendment to the Teacher Education Pathway Program between The District Board of Trustees of Broward College, Florida (BC), and The School Board of Broward County, Florida (SBBC), that expires August 31, 2021. The agreement was approved on June 13, 2017, SBOM as item II-4 with an approved spending authority of \$194,668.

SBBC department of Coaching and Induction and BC have created a partnership to support the Teacher Education Pathway Program. The paraprofessional to teacher non-instructional program invests in current SBBC employees. The purpose of the program is to build a talent pipeline of para-professional/non-instructional staff to become full-time certified teachers. The program directly supports select non-instructional staff serving at one (1) of SBBC thirty-two (32) high-need schools, earn their Bachelor's degree in Teacher Education while maintaining their current employment at SBBC.

The previous agreement only allowed for para-professionals to participate in the program. This amendment allows for all non-instructional staff to have obtained at minimum an associate degree (sixty (60) credits). Moreover, a goal is to increase the advancement and recruitment of quality staff from non-instructional to the teaching profession to combat the critical teacher shortage areas in BCPS.

Procurement Method

Direct negotiation was conducted with the vendor based on Purchasing Policy 3320. Pursuant to Purchasing Policy 3320, Section II, N, and pursuant to the Department of Education, Rule 6A-1.012, 11 (b), Florida Administrative Code as authorized by Section 010.04(4) (a), Florida Statutes, a contract for commodities or contractual services may be awarded, without competitive solicitations, if state or federal law, a grant or a state or federal agency contract prescribes with whom SBBC must contract or if the rate of payment is established during the appropriations process.

Financial Impact

The spending authority requested for the additional term of this agreement is \$44,244 and will be taken from the Teacher Incentive Fund 5 Competitive Grant. Upon approval of this item, the new spending authority will be \$238,912.

	<u>Quantity</u>	<u>Student Cost</u>	<u>Total Cost</u>
<u>Fiscal Year 2017/2018</u>	20	\$9,733.40	\$194,668
<u>Fiscal Year 2018/2019</u>	20	\$11,945.60	\$238,912

The increase in cost is based on an increased scope due to SBBC's desire to expand the use of the program for all non-instructional staff who meet the criteria.

FIRST AMENDMENT TO AGREEMENT

5th THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this day of September, 2018, 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, SBBC and BC entered into an Agreement dated June 13, 2017 (hereafter "Agreement"); and

WHEREAS, the Agreement provides an educational support program that establishes a pathway for Non-instructional staff working in Broward County schools to earn a Bachelor's degree in Education, a Professional Teaching Certificate, thus becoming eligible for employment as teachers in high-need areas in Broward County Public Schools; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

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:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:

2.1 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on **August 31, 2021**.

2.02 (a) **BC Responsibilities.** BC shall define and implement a program where select Non-Instructional staff serving at any of the 32 high-need schools directly supported by the Teacher Incentive Fund (TIF) Grant will be eligible for a program to earn their Bachelor's degree in Teacher Education from Broward College while maintaining their current employment at SBBC. Upon completion of this program, they will be fully prepared to serve as teachers in critical shortage areas in BCPS. BC shall create a sequence of courses and field placement experiences that specifically align to the needs of working non-instructional staff in SBBC. BC shall include field experience opportunities, including a Practicum semester and the final semester of the Student Teaching Internship, that are specifically tailored to meet the needs of the non-instructional program while they maintain employment at SBBC.

(b) **SBBC Responsibilities.** SBBC Department of Coaching and Induction shall pay the cost of tuition and fees for eligible students in this program as well as some of the cost for textbooks, certification exams and other fees as designated by the TIF grant administration. SBBC will vet individual candidate eligibility under the TIF 5 guidelines and will submit a list of eligible students before the start of term. SBBC may update the list throughout a given term.

2.03 **Program Structure.** BC shall provide structured curriculum and field experiences through a cohort that will result in a Bachelor's degree and Professional Certification in one of the following programs at BC: (1) Exceptional Student Education K-12 with a Reading and ESOL Endorsement, (2) Secondary Biology 6-12, or (3) Secondary Mathematics Education 5-9 or 6-12. The designed length of the program is two academic years. As a part of this program experience, students will participate in school-based Professional Learning Communities, Department Meetings and Professional Development activities as designated by SBBC and BC. BC shall provide training to Instructional Support Coaches and other appropriate SBBC employees in order to prepare them to serve as Clinical Educators and Cooperating Teachers to supervise and support Teacher Education pre-service students during the Practicum and Student Teaching. Each student will be required to complete a Family Educational Rights and Privacy Act (FERPA) form.

2.05 **Fees and Payment.** SBBC shall pay BC the tuition and fees including textbooks and supplies for eligible SBBC personnel participating in the Educational Support program in accordance with BC tuition payment guidelines. SBBC Department of Coaching and Induction shall pay the cost of tuition and fees for eligible students in this program not to exceed \$11,945.60 per student and not to exceed 20 students. A copy of the Cost Information is attached and incorporated as **Appendix A.**

1.04 **Cost of Services.** SBBC shall pay \$44,244 for services rendered under this First Amendment to Agreement. This amount will be paid to Broward College as services are rendered within 30 days of receipt of an invoice of the vendor.

1.05 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the Agreement.

1.06 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.07 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to 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 First Amendment to Agreement.

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By 
for Nora Rupert, Chair


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR BC

(Corporate Seal)

THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA

ATTEST:

, Secretary

By ^{DocuSigned by:} Marielena DeSanctis _____
4FBD37B0FBF1490...

Printed Name: Marielena DeSanctis

Title: Provost & Sr. VP

-Or-

^{DocuSigned by:} Elizabeth Molina _____
5F2ACEED9D174B6...

^{DocuSigned by:} Glenda Thomas _____
B63DA580E6F347D...

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29 day of January, 2019 by Marielena DeSanctis of The District Board of Trustees of Broward College, Florida Name of Person on behalf of the corporation/agency. He/She is personally known to me or produced n/a as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Kristina Retana
Signature – Notary Public

(SEAL)



Kristina Retana
Printed Name of Notary

GG-226009
Notary's Commission No.



APPENDIX A

Educational Support Personnel-to-Teacher Program Cost Information

Per Student Cost entering with Completed A.A. degree	
Total upper-division baccalaureate Tuition and Fees per credit hour (In-state Resident)	\$130.89
Total for 60 upper-division baccalaureate credits	\$7,853.40
Student Fees	<i>Additional fees for online courses and/or specialized labs in Science Education courses</i>
Teacher Certification Exams (GKE, Professional, Subject Area)	<i>GKES130 Professional \$150 Subject Area \$200</i>
	Total: \$480
Estimated Cost of Textbooks and Supplies	\$1400
Total Estimated Cost of Program Per Student	\$9,733.40

Per Student Cost entering with 18 pending A.A. lower-division credits	
Total A.A. lower-division Tuition and Fees per regular credit hour (In-state Resident)	\$122.90
Total Tuition and Fees per regular credit hour (In-state Resident)	\$130.89
Total for 18 lower-division A.A. credits	\$2,212.20
Total for 60 upper-division baccalaureate credits	\$7,853.40
Student Fees	<i>Additional fees for online courses and/or specialized labs in Science Education courses</i>
Teacher Certification Exams (GKE, Professional, Subject Area)	<i>GKES130 Professional \$150 Subject Area \$200</i>
	Total: \$480
Estimated Cost of Textbooks and Supplies	\$1400
Total Estimated Cost of Program Per Student	\$11,945.60

Per Student Cost entering with 15 pending A.A. lower-division credits	
Total A.A. lower-division Tuition and Fees per regular credit hour (In-state Resident)	\$122.90
Total Tuition and Fees per regular credit hour (In-state Resident)	\$130.89
Total for 15 lower-division A.A. credits	\$1,963.35
Total for 60 upper-division baccalaureate credits	\$7,853.40
Student Fees	<i>Additional fees for online courses and/or specialized labs in Science Education courses</i>
Teacher Certification Exams (GKE, Professional, Subject Area)	<i>GKES130 Professional \$150 Subject Area \$200</i>
	Total: \$480
Estimated Cost of Textbooks and Supplies	\$1400

Total Estimated Cost of Program Per Student	\$11,696.75
Per Student Cost entering with 12 pending A.A. lower-division credits	
Total A.A. lower-division Tuition and Fees per regular credit hour (In-state Resident)	\$122.90
Total Tuition and Fees per regular credit hour (In-state Resident)	\$130.89
Total for 12 lower-division A.A. credits	\$1,570.68
Total for 60 upper-division baccalaureate credits	\$7,853.40
Student Fees	<i>Additional fees for online courses and/or specialized labs in Science Education courses</i>
Teacher Certification Exams (GKE, Professional, Subject Area)	GKES130 Professional \$150 Subject Area \$200 Total: \$480
Estimated Cost of Textbooks and Supplies	\$1400
Total Estimated Cost of Program Per Student	\$11,304.08

Per Student Cost entering with 9 pending A.A. lower-division credits	
Total A.A. lower-division Tuition and Fees per regular credit hour (In-state Resident)	\$122.90
Total Tuition and Fees per regular credit hour (In-state Resident)	\$130.89
Total for 9 lower-division A.A. credits	\$1,178.01
Total for 60 upper-division baccalaureate credits	\$7,853.40
Student Fees	<i>Additional fees for online courses and/or specialized labs in Science Education courses</i>
Teacher Certification Exams (GKE, Professional, Subject Area)	GKES130 Professional \$150 Subject Area \$200 Total: \$480
Estimated Cost of Textbooks and Supplies	\$1400
Total Estimated Cost of Program Per Student	\$10,911.41

Per Student Cost entering with 6 pending A.A. lower-division credits	
Total A.A. lower-division Tuition and Fees per regular credit hour (In-state Resident)	\$122.90
Total Tuition and Fees per regular credit hour (In-state Resident)	\$130.89
Total for 6 lower-division A.A. credits	\$785.34
Total for 60 upper-division baccalaureate credits	\$7,853.40
Student Fees	<i>Additional fees for online courses and/or specialized labs in Science Education courses</i>
Teacher Certification Exams (GKE, Professional, Subject Area)	GKES130 Professional \$150 Subject Area \$200 Total: \$480
Estimated Cost of Textbooks and Supplies	\$1400
Total Estimated Cost of Program Per Student	\$10,518.74

Per Student Cost entering with 3 pending A.A. lower-division credits	
Total A.A. lower-division Tuition and Fees per regular credit hour (In-state Resident)	\$122.90
Total Tuition and Fees per regular credit hour (In-state Resident)	\$130.89
Total for 3 lower-division A.A. credits	\$392.67
Total for 60 upper-division baccalaureate credits	\$7,853.40
Student Fees	<i>Additional fees for online courses and/or specialized labs in Science Education courses</i>
Teacher Certification Exams (GKE, Professional, Subject Area)	GKES130 Professional \$150 Subject Area \$200 Total: \$480
Estimated Cost of Textbooks and Supplies	\$1400
Total Estimated Cost of Program Per Student	\$10,126.07

Educational Support Personnel -to- Teacher Program Draft Course Schedule

Bachelor of Science in Exceptional Student Education			
YEAR ONE		YEAR TWO	
Fall 2018 (20191)		Fall 2019 (20201)	
Course	Credits	Course	Credits
EDF3280	3	EEX4293	3
EEX3011	3	EEX3280	3
RED3342	3	EDP4004	3
TSL3080	3	MAE4310	3
Spring 2019 (20192)		Spring 2020 (20202)	
Course	Credits	Course	Credits
RED4519	3	EEN4472	3
EDG4410	3	EEX4843	3
EEX3601	3	RED4844	3
EDF4430	3	TSL4081	3
Summer 2019 (20193)			
Course	Credits	Course	Credits
EEX4486	3	EEX4945	9
Total credits	27	Total credits	33

Bachelor of Science in Secondary Biology			
YEAR ONE		YEAR TWO	
Fall 2018 (20191)		Fall 2019 (20201)	
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
EDF3280	3	SCE4330	3
EEX3011	3	EME3410	3
RED3342	3	EDP4004	3
TSL3080	3	MCB3020	3
		MCB3020L	1
Spring 2019 (20192)		Spring 2020 (20202)	
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
PCB3063	3	PCB4043	3
EDG4410	3	SCE3941	4
CHM3203	3		
CHM3203L	1		
EDF4430	3		
Summer 2019 (20193)			
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
Z004713		SCE4945	12
Z004713L	3		
	1		
Total credits	29	Total credits	32

Bachelor of Science in Secondary Mathematics			
YEAR ONE		YEAR TWO	
Fall 2018 (20191)		Fall 2019 (20201)	
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
EDF3280	3	MAE4320	3
EEX3011	3	EME3410	3
RED3342	3	EDP4004	3
TSL3080	3	MAS4300	3
Spring 2019 (20192)		Spring 2020 (20202)	
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
MAD2104	3	MAE3143	3
EDG4410	3	MAE3941	3
MAS2103	3		
EDF4430	3		
Summer 2019 (20193)			
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
MHF4404	3	MAE4945	12
MTG3212	3		
Total credits	30	Total credits	30

AGREEMENT

THIS AGREEMENT is made and entered into as of this 13th day of June, 2017, 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, The District Board of Trustees of Broward College, Florida (BC) and School Board of Broward County (SBBC) are to create an Educational Support program that establishes a pathway for Educational Support professionals working in Broward County schools to earn a Bachelor's degree in Education, a Professional Teaching Certificate, thus becoming eligible for employment as teachers in high-need areas in Broward County Public Schools; and

WHEREAS, the educational services provided are exempt from bidding in accordance with Rule 6A-1.012, 11, (b), Florida Administrative Code and SBBC Policy 3320, Part II, H.

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 execution by all parties and conclude on June 30, 2021.

2.02 (a) **BC Responsibilities** BC shall define and implement a program where select Educational Support personnel serving at any of the 32 high-need schools directly supported by the Teacher Incentive Fund (TIF) Grant will be eligible for a cohort-based program to earn their Bachelor's degree in Teacher Education from Broward College while maintaining their current employment at SBBC. Upon completion of this program, they will be fully prepared to serve as teachers in critical shortage areas in Broward County Public Schools. BC shall create a two-year sequence of courses and field placement experiences that specifically align to the needs of working educational support personnel in SBBC. BC shall include field experience opportunities, including a Practicum semester and the final semester of the Student Teaching Internship, that are specifically tailored to meet the needs of this educational support cohort while they maintain employment at SBBC.

(b) **SBBC Responsibilities** SBBC Department of Coaching and Induction shall pay the cost of tuition and fees for eligible students in this program as well as some of the cost for textbooks, certification exams and other fees as designated by the TIF grant administration.

2.03 **Program Structure** BC shall provide structured curriculum and field experiences through a cohort that will result in a Bachelor's degree and Professional Certification in one of the following programs at BC: (1) Exceptional Student Education K-12 with a Reading and ESOL Endorsement, (2) Secondary Biology 6-12, or (3) Secondary Mathematics Education 5-9 or 6-12. The designed length of the program is two academic years.

As a part of this program experience, students will participate in school-based Professional Learning Communities, Department Meetings and Professional Development activities as designated by SBBC and BC. BC shall provide training to Instructional Support Coaches and other appropriate SBBC employees in order to prepare them to serve as Clinical Educators and Cooperating Teachers to supervise and support Teacher Education pre-service students during the Practicum and Student Teaching.

2.04 **Program Administration** BC shall implement and supervise the Educational Support Program in conjunction with SBBC TIF Grant Administration. As students of BC, participants will be subject to the expectations, policies and procedures of Broward College. Likewise, as employees of SBBC, participants will adhere to the expectations, policies and procedures of the School Broward of Broward County.

2.05 **Fees and Payment.** SBBC shall pay BC the tuition and fees including textbooks and supplies for eligible SBBC personnel participating in the Educational Support program in accordance with the BC tuition payment guidelines. SBBC Department of Coaching and Induction shall pay for the cost of tuition and fees for eligible students in this program not to exceed \$9,733.40 per student and not to exceed 20 students. A copy of the Cost Information is attached and incorporated as **Appendix A.**

2.06 **Services.** BC shall provide office space for SBBC for the purposes of supporting the administration of the TIF grant and specifically, the Educational Support program and other collaborative initiatives between BC and SBBC. The space will be defined and allocated as deemed appropriate by BC for the purposes of supporting this partnership.

2.07 **Non-Disclosure of Confidential Information.** Except as indicated below, neither BC nor SBBC shall disclose to any third party any confidential or proprietary information, including without limitation employee and student data, financial data and mailing lists, product plans and strategies, technical data and research, know-how, and customer and related information which the disclosing party considers to be confidential (“Confidential Information”), for any purpose other than performance of the Services. Both parties shall take reasonable measures to protect the secrecy of and to avoid the unauthorized use and disclosure of the Confidential Information of the other party. For clarity, SBBC’s name and general information about the scope of Services provided hereunder are not considered Confidential Information. SBBC shall not be disclosing employee information to BC. SBBC employees will provide their own information to BC via the application process.

2.08 **Exceptions.** Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party (without improper conduct or breach of an obligation) prior to disclosure to the receiving party by the disclosing party, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; or (v) it has been independently developed by a party without access to the confidential Information of the party; or (vi) it is subject to disclosure by applicable law including, but not limited to Chapter 119, Florida Statutes.

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

(a) **BC’s Records Defined.** For the purposes of this Agreement, the term “BC’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. BC shall have no obligation to create records not otherwise required to implement 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 of any BC's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by BC in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by BC. If the audit discloses billings or charges to which BC is not contractually entitled, BC shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. BC shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by BC to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to BC pursuant to this Agreement and such excluded costs shall become the liability of BC.

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

2.10 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: Robert Runcie
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Angela Brown
Director, Coaching and Induction
The School Board of Broward County, Florida
3531 Davie Road
Davie, Florida 33314

To BC: J. David Armstrong, Jr.
President of Broward College
111 East Las Olas Boulevard
Fort Lauderdale, FL 33301

With a Copy to: Jeffrey P. Nasse
Dean, Education Pathway Community
Broward College, North Campus
1000 Coconut Creek Blvd.
Coconut Creek, Florida 33066

2.11 **Background Screening.** BC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by 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.

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 contract.

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 **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.

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. 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 **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.

3.07 **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.

3.08 **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.

3.09 **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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records.

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

3.12 **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.

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Appendix A** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **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.

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

3.27 **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.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Abby M. Freedman*
Abby M. Freedman, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams, Esq.
- kathelyn.jacques-adams@gbrowardschools.com
Reason: The District Board of Trustees of Broward
College, Florida
Date: 2017.05.22 11:58:05 -04'00'

Office of the General Counsel

FOR BC

(Corporate Seal)

THE DISTRICT BOARD OF TRUSTEES
OF BROWARD COLLEGE, FLORIDA

ATTEST:

By DocuSigned by:
Avis Proctor, Ed.D.
9E6CF09E7228479...

_____, Secretary

DocuSigned by: -OT-
Jeffrey Masse
1D9CBAE90C7B42E...

Witness
DocuSigned by:
Jeffrey Masse
CE71DBD3F9B8460...
Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 22 day of
May, 20 17 by AVIS Proctor, Ed.D. of
The District Board of Trustees of Broward College, Florida

Name of Person
Name of Corporation or Agency
He/She is personally known to me or produced identification and did/did not first take an oath. n/a as
Type of Identification

My Commission Expires:

Kristina Retana
Signature - Notary Public

(SEAL)

Kristina Retana
Printed Name of Notary
FF126360
Notary's Commission No.



Appendix A
Broward College District Board of Trustees
Appendix A
Educational Support Personnel-to-Teacher Program
Cost Information

Per Student Cost	
Total Tuition and Fees per regular credit hour (In-state Resident)	\$130.89
Total for 60 credits	\$7,853.40
Student Fees	<i>Additional fees for online courses and/or specialized labs in Science Education courses</i>
Teacher Certification Exams (GKE, Professional, Subject Area)	<i>GKE \$130 Professional \$150 Subject Area \$200</i>
	Total: \$480
Estimated Cost of Textbooks and Supplies	\$1400
Total Estimated Cost of Program Per Student	\$9,733.40

**Educational Support Personnel -to-Teacher
Program Draft Course Schedule**

Bachelor of Science in Exceptional Student Education			
YEAR ONE		YEAR TWO	
Fall 2017 (20181)		Fall 2018 (20191)	
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
EDF3280	3	EEX4293	3
EEX3011	3	EEX3280	3
RED3342	3	EDP4004	3
TSL3080	3	MAE4310	3
Spring 2018 (20182)		Spring 2019 (20192)	
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
RED4519	3	EEX4472	3
EDG4410	3	EEX4843	3
EEX3601	3	RED4844	3
EDF4430	3	TSL4081	3
Summer 2018 (20183)			
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
EEX4486	3	EEX4945	9
Total credits	27	Total credits	33

Bachelor of Science in Secondary Biology			
YEAR ONE		YEAR TWO	
Fall 2017 (20181)		Fall 2018 (20191)	
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
EDF3280	3	SCE4330	3
EEX3011	3	EME3410	3
RED3342	3	EDP4004	3
TSL3080	3	MCB3020	3
		MCB3020L	1
Spring 2018 (20182)		Spring 2019 (20192)	
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
PCB3063	3	PCB4043	3
EDG4410	3	SCE3941	4
CHM3203	3		
CHM3203L	1		
EDF4430	3		
Summer 2018 (20183)			
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
ZOO4713	3	SCE4945	12
ZOO4713L	1		
Total credits	29	Total credits	32

Bachelor of Science in Secondary Mathematics			
YEAR ONE		YEAR TWO	
Fall 2017 (20181)		Fall 2018 (20191)	
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
EDF3280	3	MAE4320	3
EEX3011	3	EME3410	3
RED3342	3	EDP4004	3
TSL3080	3	MAS4300	3
Spring 2018 (20182)		Spring 2019 (20192)	
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
MAD2104	3	MAE3143	3
EDG4410	3	MAE3941	3
MAS2103	3		
EDF4430	3		
Summer 2018 (20183)			
<i>Course</i>	<i>Credits</i>	<i>Course</i>	<i>Credits</i>
MHF4404	3	MAE4945	12
MTG3212	3		
Total credits	30	Total credits	30