

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 4/15/14	<table style="width: 100%;"><tr><td style="width: 50%; text-align: center;">Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td><td style="width: 50%; text-align: center;">Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td></tr></table>	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number FF-3				
Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
TITLE: Agreement between The School Board of Broward County, Florida and The University Florida Board of Trustees, Gainesville, Florida								
REQUESTED ACTION: Approve the Agreement between The University of Florida and The School Board of Broward County, Florida, to enter into a Dual Enrollment Articulation Agreement.								
SUMMARY EXPLANATION AND BACKGROUND: <p>As specified in Florida Statute (F.S. 1007.235), The University of Florida and The School Board of Broward County, Florida, may enter into a Dual Enrollment Articulation Agreement to offer specific dual enrollment courses and establish criteria for high school student eligibility. This arrangement would provide an opportunity for eligible students to complete high-rigor university level courses necessary to complete a four-year degree, while also completing a high school diploma. This dual enrollment agreement will expire on June 30, 2015. For additional information, please see the Executive Summary.</p> <p>This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.</p>								
SCHOOL BOARD GOALS: <table style="width: 100%;"><tr><td style="width: 10%;"><input checked="" type="checkbox"/> •Goal 1:</td><td>High Quality Instruction</td></tr><tr><td><input type="checkbox"/> •Goal 2:</td><td>Continuous Improvement</td></tr><tr><td><input type="checkbox"/> •Goal 3:</td><td>Effective Communication</td></tr></table>			<input checked="" type="checkbox"/> •Goal 1:	High Quality Instruction	<input type="checkbox"/> •Goal 2:	Continuous Improvement	<input type="checkbox"/> •Goal 3:	Effective Communication
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<input type="checkbox"/> •Goal 2:	Continuous Improvement							
<input type="checkbox"/> •Goal 3:	Effective Communication							
FINANCIAL IMPACT: <p>The estimated financial impact to the District is \$179,088. The source of funds is the general fund. There is no additional financial impact to the District.</p>								
EXHIBITS: (List) <p>Executive Summary Dual Enrollment Articulation Agreement</p>								
BOARD ACTION: <div style="text-align: center; font-size: 1.5em; font-weight: bold; margin-top: 20px;">APPROVED</div>		SOURCE OF ADDITIONAL INFORMATION: Dr. Marie DeSanctis 754-321-1850 Laurel Bifora 754-321-2119						
(For Official School Board Records' Office Only)		Name _____ Phone _____						

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Jose L. Dotres, Chief Academic Officer 
Office of Academics

Approved in Open Board Meeting on: _____

By: _____



School Board Chair

EXECUTIVE SUMMARY

The Dual Enrollment Articulation Agreement between The University of Florida (UF) and The School Board of Broward County, Florida, (SBBC) will provide the opportunity to shorten the time necessary for college-ready students to complete the requirements needed to obtain a degree or certificate. There is no statutory prohibition for students to take dual enrollment courses at a postsecondary institution outside of the service area. A student who is enrolled in a dual enrollment program at a state university is exempt from the payment of tuition and fees, pursuant to s.1009.25, F.S. The district is responsible for tuition and instructional materials for dual enrollment courses at a state university. School districts may enter into agreements with public colleges and universities across the state to determine further eligibility requirements and courses available to dual enrollment students.

Although dual enrollment opportunities are offered at local institutions, this program seeks to provide an alternative program, limited to high-achieving students. These students will benefit from access to UF's faculty, engaging content and design, and student support through academic advising, basic career coaching and transition assistance. UF's student support is highly hands on. Once a student is accepted into the program, they will be assigned to an academic advisor who will mentor them through their time in the program. The advisor will conduct the initial meeting with the student and parent/guardian by Skype or by phone and will continue to conduct these meetings with the student bi-weekly. The advisor will monitor the student's progress and will determine if the student needs online tutoring or another support service to be successful in their course.

The dual enrollment program will allocate unlimited seats to eligible high school students. The requirements for the dual enrollment program are more rigorous than in other articulation agreements. Students are required to have a 3.5 unweighted GPA and one of the following minimum standardized college placement scores: a composite PSAT score of 142, a composite SAT score of 1490, or a composite ACT score of 21. In accordance with state statute, SBBC will pay UF no more than 75 percent of the tuition rate and tuition differential, which amounts to \$149.24 per credit. UF has agreed to offset the expense of the tuition by providing instructional materials, at no cost to the district, to all students enrolled in the pilot program.

Projected Dual Enrollment Financial Impact

Average Number of Courses Taken per School Year	Average Number of Credits per Course	Number of Seats x Average Number of Credits per Course x \$149.24
400	3	\$179,088

Average Number of Courses Taken per School Year	Average Cost of Instructional Materials per Course	UF's Positive Financial Contribution
400	\$153	\$61,200

AGREEMENT

THIS AGREEMENT is made and entered into as of this April 15, 2014 (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 UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, GAINESVILLE, FLORIDA

(hereafter referred to as UF)
a member of the State University System of Florida,
whose principal place of business is
Gainesville, Florida 32611

WHEREAS, UF 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 high school 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, UF and SBBC offer courses which will enhance accelerated learning opportunities, including dual enrollment, for qualified SBBC high school students; and

WHEREAS, UF and SBBC wish to promote and explain eligibility criteria for participation in accelerated learning opportunities to students and parents, including dual enrollment, 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 as of the last date signed by all Parties and shall conclude on the 30th of June 2015. This Agreement may be terminated without cause and for convenience by either party upon thirty (30) days written notice to the other party.

2.02 Liability. To the extent permitted by law, each Party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the course and scope of their employment. Each Party agrees to be liable for any damages resulting from said negligence.

2.03 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
Curriculum and Instruction/Student Support
The School Board of Broward County, Florida
600 Southeast Third Avenue - 13th Floor
Fort Lauderdale, Florida 33301

To UF:

Glenn E. Good
Dean, College of Education
PO Box 117040 - 140 Norman Hall
Gainesville, FL 32611

With a copy to:

Jamie Lewis Keith

Vice President and General Counsel
PO Box 113125 - 123 Tigert Hall
Gainesville, FL 32611

2.04 Responsibilities. SBBC and UF shall maintain responsibility for implementing the various components of this Agreement as delineated in Articles 3, 4, and 5 of this Agreement.

2.05 Dual Enrollment Courses and Programs Offered by UF. The purpose of Dual Enrollment is to allow acceleration of academically talented junior, and senior students while still enrolled in high school to take courses at UF that count toward high school credit and toward a university degree. For the purposes of this agreement, students transition from one school year to the next in August of each year. Participation in dual enrollment may not exceed two academic years. Dual enrollment credits may be in addition to the normal high school load or a part of the student's regular load. Credits must be used to fulfill high school requirements. The normal process of course selection includes communication between the enrollment/advisement service of UF and the staff at student's home high school. The list of the UF eligible dual enrollment courses and programs is available in **Appendix A**. Which is attached hereto and incorporated herein by reference.

2.06 Role of UF. The role of the UF under this Agreement shall be the following with regard to the listed courses provided to students under the terms of this Agreement only:

A. Provide students a free, part-time, 180-day instructional program using online and distance learning technology for eligible students.

B. Provide advising, as appropriate, to ensure proper course placement and selection.

C. Provide high quality, rigorous and relevant instruction to all eligible students regardless of number of enrollments.

D. Have a process in place for virtual instructors to comply with student IEPs and 504s as well as serve the needs of English Language Learners.

E. Keep complete and accurate attendance records for each enrolled student to include days present, days absent (excused and unexcused) and minutes of instruction. UF will provide summary information upon written request by SBBC for attendance verification. The attendance recordkeeping system shall provide complete and accurate attendance data and shall make provision for maintaining auditable records for three (3) years or until applicable audits are completed.

F. Submit required record formats to SBBC (in the form required) for participation in Florida's School Accountability and Information Systems, and any additional data as required by the SBBC will also be provided.

G. Monitor and maintain records of daily attendance for the 180-day school year.

H. Provide district program administrators with regular updates on student attendance and progress including the submission of data files at the end of each grading period in a format compatible with district data system.

I. Allow for SBBC program administrators to access real-time data on student's attendance, grades, participation and the ability to access program curriculum and monitor instruction provided to all students.

J. Provide SBBC staff with training, support and technical assistance throughout the contract period.

K. Provide services for registration and orientation of SBBC students.

L. Provide technology support for computer and software to parents and students.

M. Select UF instructors to teach college-level courses. Due to their qualifications as university faculty (i.e. holding advanced degrees in their subject areas) they may not hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes.

N. Hire administrative staffers that are residents of Florida as required under provisions of Chapter 1012, Florida Statutes.

O. Provide all necessary demographic data on the instructional staff assigned to SBBC students for reporting to SBBC.

P. Access to the UF online dual enrollment system will be provided (if required for the purpose of assistance) to the SBBC's Office of Information Technology.

Q. Provide dual enrollment students, free of charge, required college textbooks and other instructional materials in accordance with Section 1007.271(14), Florida Statutes.

2.07 Role of the District. The role of SBBC under this Agreement shall be the following:

A. Verify the enrolled students are residents of the school district and eligible for enrollment in accordance with Section 1002.45 Florida Statutes.

B. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.

C. Designate a District Liaison to act for SBBC in all matters pertaining to this Agreement and to accept and approve all deliverables and invoices.

D. Pay UF Enrollment Program \$149.24 per credit hour for each SBBC student enrolled in the UF Dual Enrollment Program.

E. SBBC will provide access to computers with Internet access as necessary.

F. Provide information to parents and students about the right to participate in the virtual instruction dual enrollment program pursuant to this Agreement.

G. Provide a diploma for graduating seniors.

H. SBBC will reimburse UF at the end of the term for students who have a recorded grade that has been transferred into SBBC information systems using a mutually agreed upon data format.

2.08 Pre-Registration Advising. SBBC through the guidance department at the high school has the responsibility of advising the students as to dual enrollment course offerings, providing the recommendation form for admissions, and indicating the specific course(s) in which eligible students are to be enrolled. The UF officials overseeing dual enrollment provide appropriate forms and will work jointly with the designated high school guidance staff to accomplish application and registration requirements.

Pre-registration advising will include the curricular expectations of university-level academic work that typically exceed the work required of high school courses. Pre-registration advising will include information of UF's add/drop policies and deadlines, as well as the impact of performance in dual enrollment courses which become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

2.09 Registration Procedures. Documents required for each student must be submitted to UF, prior to registration and in accordance with guidelines and registration deadlines posted on the UF website for dual enrollment students.

2.10 Withdrawal Procedures. All dual enrollment students are responsible for officially withdrawing from classes they are no longer attending in accordance with UF requirements and deadlines. Students who do not officially withdraw from a class may receive a failing grade. Such a failing grade becomes a part of their permanent transcript records and could have a negative effect on future college admissions, scholarship opportunities, and/or financial aid. All dual enrollment students are responsible for notifying the high school guidance counselor, in writing, prior to withdrawal from any dual enrollment course. All pre-registration advising, including but not limited to withdrawal procedures, is the responsibility of SBBC.

2.11 Eligibility Criteria. UF agrees to permit high school students enrolled in SBBC high schools in Broward County, who have been certified by their principals as qualified, to dually enroll in the approved dual credit course list referenced hereto in **Appendix A**, courses that will also meet the student's high school diploma requirements. Students participating in dual enrollment options must meet the following entrance eligibility requirements: (1) enrolled in a course of study which will fulfill requirements for high school graduation; (2) 3.5 cumulative unweighted GPA; (3) one of the following minimum standardized college placement score: composite PSAT score of 142 or composite SAT score of 1490 or composite ACT score of 21; (4) satisfy any course prerequisites; and, (5) meet any additional admissions criteria set by the post-secondary institution. In order to continue in the program, students must maintain a 3.5 cumulative unweighted GPA in their high school academic work and earn a 3.00 or better in college-level work, as confirmed by their high school guidance director and UF's Registrar's Office. Dual enrollment courses become a part of a student's permanent college transcript; thus, grades will become part of permanent high school and college transcripts. Students who earn a 'C' or lower in any one dual enrollment course, will not be allowed to continue participating in the dual enrollment program.

2.12 Code of Conduct. Dual enrollment students are responsible for following UF's student code of conduct, which outlines acceptable and unacceptable academic or behavioral misconduct for UF students. Such behavior includes cheating and plagiarism. The student code of conduct delineates appropriate disciplinary procedures and sanctions in the case of unacceptable behavior.

2.13 Program Quality.

A. Credits and grade points will be assigned according to policies established by UF and SBBC based on applicable law.

B. Subject to applicable laws, all documentation, including, but not limited to, test results, course credits, and any other educational records maintained by UF, that will assist high schools to provide an appropriate education for the students involved, will be available to school personnel and handled in accordance with state and federal confidentiality and privacy acts. UF agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and any applicable SBBC rules pertaining thereto. UF shall treat all School/UF Cooperative Agreement and dual enrollment student information as confidential and will not disclose the student information to any third party, except as allowed by law.

C. UF dual enrollment courses for SBBC students are limited to those described in Appendix A.

2.14 Joint Responsibilities – Accelerated Mechanisms.

A. UF and SBBC warrant and agree that all dual enrollment courses shall meet the provisions of the current State of Florida laws and regulations. UF and SBBC shall establish budgetary procedures to support specialized dual enrollment programs which will include the following provisions:

i. Students enrolled in dual enrollment may be included in the calculation of full-time student membership of the basic program grades by SBBC.

ii. Students enrolled in dual enrollment instruction may be counted as full-time equivalent by UF.

iii. Dual enrollment courses are free to students who attend a Florida public college or university; this includes registration, matriculation, or laboratory fees for courses taken through dual enrollment. Instructional materials (such as books) are provided to public school students free of charge.

iv. Dual enrollment college credit will transfer to any Florida public college or university offering a course with the same prefix and number and must be treated as though taken at the receiving institution. If students do not, upon high school graduation, attend the same college or university where they earned the dual enrollment credit, the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution. SBBC will inform students and parents of this caveat.

B. When a student with special needs has been accepted into the dual enrollment program at UF, SBBC will cover the cost of the provision of the accommodations determined necessary per the Exceptional Student Education/Americans with Disabilities Act (ESE/ADA) (according to the student's Individual Education Plan).

2.15 Transportation. All students must provide their own transportation as required to access UF dual enrollment. Students parking on campus are subject to a decal fee payable by the student to UF.

2.16 Background Screening. Dual enrollment students attending courses at UF are deemed to be post-secondary students under the Florida Department of Education's interpretation of the Jessica Lunsford Act. UF agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. Under this Agreement, applicable UF personnel will not require access to SBBC school grounds nor require direct contact with SBBC school students beyond the scope of its post-secondary curriculum delivered through distance learning, at a UF classroom facility or at an offsite high school.

2.17 Publicity. SBBC may not use UF's name, logos, trademarks or images or the name or image of any employee or official of UF in any fundraising, publicity, advertising or media release without the prior written consent of UF on each occasion, which may be given only by the UF Vice President for University Relations or her designee. UF may not use SBBC's name, logos, trademarks or images or the name or image of any employee or official of BOE in any fundraising, publicity, advertising, or media release without the prior written consent of SBBC on each occasion.

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 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.

3.06 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.

3.07 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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.08 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 contract 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.

3.09 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 Section 1002.22, Florida Statutes, or any other applicable state or federal law or regulation regarding the confidentiality of student information and records.

3.10 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.

3.11 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.

3.12 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

3.13 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.

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

3.15 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.

3.16 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.17 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.

3.18 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.

3.19 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.

3.20 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.

3.21 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.

3.22 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.

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

3.24 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.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: 

Patricia Good, Chair

Date: April 15, 2014



Robert W. Runcie

Superintendent of Schools

Date:

April 15, 2014

APPROVED AS TO FORM:

Office of the General Counsel

Date:

[Signature] 04/16/14

FOR THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES:

(Corporate Seal)

THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES,
GAINESVILLE, FLORIDA

By:

[Signature]
Joseph Glover

Senior Vice President and Provost

Date:

4/2/14

Acknowledged By:

[Signature]

Glenn E. Good

Dean, College of Education

Date:

4/2/14

APPENDIX A

SBBC students may not enroll in more than two (2) high school elective credits and four (4) high school core credits in English, Social Studies, Science or Mathematics during the course of the high school career. Unless otherwise noted, each course is three (3) credits. Eligible dual enrollment courses for qualified SBBC students are as follows:

ECO 2023: Principles of Microeconomics: Theories of production, determination of prices and distribution of income in regulated and unregulated industries. Attention is also given to industrial relations, monopolies and comparative economic systems. **Four (4) Credits.**

ECO 2013 Principles of Macroeconomics: The nature of economics, economic concepts and institutions; growth, unemployment and inflation; money and banking; economic policies; and the international economy. **Four (4) Credits.**

ARC 1720: Survey of Architectural History: A survey of monumental buildings and their embodied architectural intentions from the pre-historical ages to the current age. Demonstrating interactive relationships between form and idea in architecture throughout history across cultural and regional differences. This course is recommended for non-architecture majors only.

AST 1002: Discovering the Universe: An elementary, largely nonmathematical survey of our universe of stars, planets and galaxies. Acquaints the student with the development of astronomy as a human activity – with how we know as well as what we know. This course is primarily for those not majoring in physical science or mathematics.

IDS 2338: Rethinking Citizenship: Identity, Collaboration, and Action: The purpose of this interactive, digital course in civic engagement is to teach the knowledge and skills of engaged citizenship in the 21st Century and to promote thoughtful student activism for the benefit of campus, local, state, and national communities.

MUL 2010: Introduction to Music Literature: MUL 2010 is designed to introduce the student to selected masterpieces of Western music throughout major style periods, Medieval through 21st Century, and to lead the student to an understanding of the relationship of music to general culture and human development. No prior or concurrent courses are required for enrollment in MUL 2010, nor is any prior musical training or experience.

PHY 2020: Introduction to Principles of Physics: This course is designed for people who do not necessarily have a background in physics and can be taken by people who want a one semester overview of physics. It counts as a Physical Science for "P" credits. It may be useful for students, especially those who have not taken a physics course in high school, as extra preparation for Physics I courses such as PHY 2053 and PHY 2048.

PSY 2012: General Psychology: Introduction to psychology; this course is the prerequisite for advanced courses. Emphasis is on psychology as a research enterprise. Students are required to participate as subjects in psychological research or to write a paper on a psychological research article.

STA 2023: Introduction to Statistics I: Graphical and numerical descriptive measures. Simple linear regression. Basic probability concepts, random variables, sampling distributions, central limit theorem. Large and small sample confidence intervals and significance tests for parameters associated with a single population and for comparison of two populations. Use of statistical computer software and computer applets to analyze data and explore new concepts.

SYG 2000: Principles of Sociology: Introduction to sociology as a social science and analysis of American society. Culture, socialization, deviance, bureaucracy, population, urbanization, social stratification, minorities and other topics.

BSC 2005: Biological Sciences: Cells, Organisms, and Genetics: The relationships between structure and function and their controlling genetic mechanisms are explored at the cellular and organismal level. Modern concepts of physiology and genetics are stressed. Recommended for students not majoring in the natural sciences.

CHM 1025: Introduction to General Chemistry: *(Coreq: MAC 1147 or the equivalent.)*
Introductory readiness course in general chemistry for those with weak yet satisfactory backgrounds in high school chemistry and algebra. 2 credits

CHM 1030: Basic Chemistry Concepts and Applications 1: *(Prereq: High School Algebra.)*
The first half of the CHM 1030/1031 sequence. A terminal sequence for nonscience students that presents chemistry from a medical/nursing perspective. Topics in inorganic chemistry and properties of both ionic and covalent compounds

ESC 1000: Introduction to Earth Science: Integrated application of the scientific method to the earth sciences, including geologic materials, resources and processes; surface, groundwater and climate; environmental problems; and related topics. Emphasis is on Florida examples.

GLY 1880: Earthquakes, Volcanoes and Other Hazards: An overview of important topics in Earth science through the examination of hazards, ranging from earthquakes and volcanoes to global warming and impacts from space. Designed for students who are not majoring in science.

GLY 2030C: Environmental and Engineering Geology: Hazardous geologic processes and current environmental concerns are related to the earth, the forces acting upon it, and the resulting surface features and materials. Human interaction with the environment is illustrated using modern case studies.

MAC 1147: Pre-Calculus: Algebra and Trigonometry: College algebra, functions, coordinate geometry, exponential and logarithmic functions, and trigonometry. This fast-paced course is designed as a review of algebra and trigonometry to prepare the student for calculus. This course assumes prior knowledge of intermediate algebra (Algebra 2) and trigonometry. 4 credits

MAC 2233: Survey of Calculus I: A geometric and heuristic approach to calculus; differentiation and integration of simple algebraic and exponential functions; applications to graphing, marginal analysis, optimization, areas and volumes.

MGF 1106: Math for Liberal Arts Majors I: Course is designed for non-science and non-business majors who need to fulfill the writing and math and general education math requirements. The course includes an introduction to set theory, logic, number theory, probability, statistics, graphing and linear programming.

REL 2121: American Religious History: A historical inquiry into the ideological origins and social context of American religious life.