

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 7/22/14	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 II-2.

TITLE:	Agreement with Nova Southeastern University, Inc. and The School Board of Broward County, Florida.
REQUESTED ACTION:	Approve the Agreement with Nova Southeastern University to provide a high quality professional development program for teachers at Westwood Heights Elementary School.
SUMMARY EXPLANATION AND BACKGROUND:	<p>As a result of the Student Success Opportunity Schools (SSOS) process, Westwood Heights Elementary School's instructional program was redesigned to support a Community of Learning initiative. In part, the redesign includes partnering with universities to infuse research-based practices into their professional learning.</p> <p>To that end, this Agreement is for Nova Southeastern University, Fischler School of Education's (NSU/FSE) Faculty to provide a high quality professional development program for teachers at Westwood Heights Elementary School (the Professional Development Institute "PDI"). It is intended to enhance teacher knowledge of the latest classroom literacy strategies in reading across the curriculum that can be directly implemented to enhance student success.</p> <p>NSU Faculty is committed to personalizing the PDI to meet the unique instructional delivery and student population needs of Westwood Heights Elementary. Focus groups and a needs assessment contributed to the content design for the professional development.</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:	<input checked="" type="checkbox"/> Goal 1: High Quality Instruction <input checked="" type="checkbox"/> Goal 2: Continuous Improvement <input type="checkbox"/> Goal 3: Effective Communication
FINANCIAL IMPACT:	<p>The funding source is Student Success Opportunity Schools (SSOS) funds for Westwood Heights Elementary School. The total will not exceed \$75,000. There is no additional financial impact to the District.</p>
EXHIBITS: (List)	<p>Executive Summary SBBC and NSU Agreement</p>
BOARD ACTION: <div style="text-align: center; font-size: 1.5em; font-weight: bold; margin-top: 20px;">APPROVED</div> <p style="font-size: 0.8em;">(For Official School Board Records' Office Only)</p>	SOURCE OF ADDITIONAL INFORMATION: <div style="display: flex; justify-content: space-between;"><div style="width: 60%;">Elisa Calabrese, Ed.D. Linda Whitehead</div><div style="width: 35%; text-align: right;">754-321-5044 754-321-5005</div></div> <div style="margin-top: 10px;"></div> <div style="display: flex; justify-content: space-between; font-size: 0.8em;">NamePhone</div>

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Dr. Elisa Calabrese, Chief Talent Development Officer
Office of Talent Development
Approved in Open Board Meeting on:

JUL 22 2014

By:

School Board Chair

Executive Summary

Westwood Heights Elementary School is a Student Success Opportunity School (SSOS) and is being reconstituted for the 2014-15 school year. The new educational opportunity program is a

Community of Learning (PreK - up) and includes:

- Partnership with Nova Southeastern University to provide customized professional learning for teachers to expand and enhance literacy/reading instruction for students
- Partnerships with higher education to create an Urban Academy Professional Development school hosting college/university students for additional teaching support with children
- Expanded Early Childhood Education learning options
- Parent University to strengthen the school/home/community connections
- A "one stop shop" family service center designed to meet the needs of the entire Westwood Heights Elementary community.

This agreement is for Nova Southeastern University, Fischler School of Education's (NSU/FSE) Faculty to provide a high quality professional development program for teachers at Westwood Heights Elementary School (the Professional Development Institute "PDI"). It is intended to enhance teacher knowledge of the latest classroom literacy strategies in reading across the curriculum that can be directly implemented to enhance student success.

The Purpose of the Professional Development Institute is to:

1. Enhance teacher knowledge of the latest classroom reading strategies in reading across the curriculum that can be directly implemented to impact student success.
2. Provide baseline knowledge for future ongoing interventions.
3. Introduce teachers to a collaborative researcher-practitioner relationship that will promote future student achievement.
4. Introduce teachers and staff mentoring model that will enhance learning promote school-wide improvements.

Instructional Staff assigned to Westwood Heights Elementary School for the 2014-2015 school year shall participate in the PDI which shall include professional learning of ninety (90) hours as follows:

- A summer module of thirty (30) hours in Professional Development in Literacy
- A fall module of thirty (30) hours in Coaching and Mentoring

Executive Summary

- A spring module of thirty (30) hours in School Culture Evaluation

Phase I – August 2014 - Professional Development in Literacy

Phase I will offer a general overview of literacy study, including aspects of written, oral, and visual literacy and the reading process. Teachers will gain knowledge of varied instructional strategies for reading across the curriculum.

Phase II - September – December 2014 - Coaching and Mentoring

Phase II will introduce the concept and practice of collaborating and mentoring to enhance student achievement and promote improvement in classroom practices and the overall school culture. Teachers will learn the importance of school culture and shared accountability to help teachers establish an aptitude for coaching and mentoring and support peer-oriented professional development activities.

Phase III – January – May 2015 - School Culture Evaluation

Phase III will provide a general overview of the relationship between cultural competence and student achievement. Teachers will be engaged in identifying community resources and developing effective instructional strategies and interventions for assisting urban students.

Compensation and Graduate Credit

Teachers shall be compensated at the rate of fifteen dollars (\$15) per hour for all professional learning which takes place in a classroom setting outside of the regular teacher workday and/or calendar. Successful PDI completers have the opportunity to earn three (3) graduate credits that may be applied towards a Master of Science Degree in Education (MS) in the Graduate Teacher Education Program at NSU/FSE. In addition, PDI completers who enroll in the MS degree program at NSU/FSE are eligible to receive a discount that will be ten percent (10%) of the tuition rate each session for the completion of the MS program.

The Office of Talent Development/Teacher Development will monitor the delivery of the all three phases of the PDI. In addition, it is imperative that the content provided aligns to major District priorities such as the Comprehensive Coaching Plan and implementation of the Florida Standards.

AGREEMENT

THIS AGREEMENT (the "Agreement") is made 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

NOVA SOUTHEASTERN UNIVERSITY, INC.

on behalf of its

ABRAHAM S. FISCHLER SCHOOL OF EDUCATION

(hereinafter referred to as "NSU/FSE")

whose principal place of business is

3301 College Avenue, Fort Lauderdale, Florida 33314-7796

WHEREAS, NSU/FSE awards associates, bachelors, masters, educational specialists, and doctoral degrees, and offers programs for professional advancement for teachers in several areas, including literacy as determined by the 21st Century Skills aligned to Common Core in the Florida Standards;

WHEREAS, SBBC, operates K-12 facilities and related support and administrative offices and wishes to collaborate with NSU/FSE to provide a quality professional development program for teachers at Westwood Heights Elementary School (the Professional Development Institute "PDI") that is intended to enhance teacher knowledge of the latest classroom literacy strategies in reading across the curriculum that can be directly implemented to enhance student success; and

WHEREAS, SBBC and NSU/FSE wish and intend by this Agreement to set forth the terms and conditions of the PDI.

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 commences on August 4, 2014 and expires on June 30, 2015.

2.02 **Purpose.**
The purpose of the PDI is set forth in **Exhibit A** attached hereto and made a part hereof.

2.03 **NSU/FSE Responsibilities:** NSU/FSE shall:

2.03.1 Provide the NSU/FSE PDI for teachers at the Westwood Heights Elementary School. SBBC may be requested by NSU-FSE to assist in PDI activities.

2.03.2 Assign a Coordinator to oversee and coordinate programmatic activities with SBBC through its Office of Talent Development for a successful implementation of the PDI.

2.03.3 The PDI will be delivered by qualified NSU/FSE faculty with expertise in the K-12 classroom and in higher education. PDI faculty credentials are set forth in **Exhibit B** attached hereto and made a part hereof.

2.03.4 Provide successful completers of the PDI with the opportunity to earn three (3) graduate credits that may be applied towards a Master of Science Degree in Education (MS) in the Graduate Teacher Education Program at NSU/FSE. This opportunity will be available to PDI completers from June 30, 2015 through the day registration closes for the fall 2016 semester.

2.03.5 Provide a tuition discount to successful completers who of the PDI enroll in the MS degree program at NSU/FSE, as provided for in subsection 2.03.6. The discount will be ten percent (10%) of the tuition rate each session for the completion of the MS program.

2.04 **SBBC Responsibilities.** The SBBC shall:

2.04.1 Provide NSU/FSE with access to the teachers of the Westwood Heights Elementary School who will be participating in the PDI. SBBC will be responsible for the conduct of its operations, supervision of its staff and the education of its students. NSU/FSE shall not control any of SBBC's property or operations.

2.04.2 Assure that all PDI participants register through the University's online system in a timely manner. The website will be provided once this Agreement is executed.

2.04.3 Provide classroom facilities at the Westwood Heights Elementary School with appropriate accommodations for up to sixty (60) participants, including internet wireless access; specific technical equipment, such as, LCD projector, screen, speakers, flipchart and markers; and other support services conducive to a safe and clean learning environment.

2.04.4 Be responsible for the cost of the PDI as described in the budget set forth in **Exhibit C** attached hereto and made a part hereof.

2.05 **PDI Phases.** The PDI will be delivered in three (3) phases (the "Phases"). A description of the Phases, including their approximate commencement and expiration dates, delivery locations and modalities, are set forth in **Exhibit D** attached hereto and made a part hereof.

2.06 **Participant Enrollment.**

2.06.1 Participating teachers at Westwood Elementary School will need to register online by using NSU/FSE's website.

2.06.2 Only participants who successfully complete all the Phases are eligible to receive three (3) graduate credits that may be applied toward a MS degree at NSU/FSE, as described in subsection 2.03.6 of this Agreement.

2.07 **Financial Terms and Payment Conditions.** In consideration for the services to be provided by NSU/FSE under this agreement, and the cooperation put forth in this collaborative effort, NSU/FSE and SBBC have agreed to the financial terms and conditions that are set forth in **Exhibit C**.

2.07.1 Except as otherwise provided for below in this subsection, the performance and obligations of SBBC under this Agreement shall be contingent upon SBBC allocating the total cost of the PDI using the funds from SBBC's Student Success Opportunity Schools fund. If SBBC does not receive such funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC. SBBC shall notify NSU/FSE at the earliest possible time before such termination. Notwithstanding anything to the contrary contained in the foregoing, if (i) NSU/FSE performs services for any of the Phases under this Agreement, (ii) SBBC fails to pay NSU/FSE for such services as a result of funds not being allocated as provided for in this subsection, and (iii) NSU/FSE does not receive written notice of termination prior to the performance of such services or a part thereof, then SBBC shall pay to NSU/FSE the cost of such services as set forth in **Exhibit C**. SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this subsection.

2.07.2 SBBC will submit to NSU/FSE at the end of each Phase of the PDI a roster of the names of the participants and an indication of the level of participation. **PARTICIPANTS MUST SUCCESSFULLY COMPLETE ALL OF THE PHASES TO OBTAIN GRADUATE CREDIT.**

2.07.3 Upon receipt of the official roster pertaining to each Phase of the PDI, NSU/FSE will review and send SBBC an invoice for payment of the agreed upon amount due. SBBC shall submit payment to NSU/FSE within forty-five (45) days from the date of the invoice.

2.08 **Notice.** When any of the parties desire to give notice to the other, pursuant to the terms of this Agreement, such notice must be in writing, and either (i) personally delivered with a written receipt obtained, (ii) sent by a nationally recognized overnight delivery service (e.g., Federal Express), or (iii) certified or registered U.S. Mail, postage prepaid and return receipt requested, 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 subsection. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: The School Board of Broward County, Florida
Director, Teacher Development
Office of Talent Development
3531 Davie Road
Davie, Florida 33314

To NSU/FSE: Nova Southeastern University, Inc.
Abraham S. Fischler School of Education
1750 NE 167 Street
North Miami Beach, Florida 33162
Att: Dean

With a Copy to: Nova Southeastern University, Inc.
3301 College Avenue
Fort Lauderdale, Florida 33314
Att: Executive Vice President/COO

2.09 **Publication and Intellectual Property Rights.** SBBC acknowledges that NSU/FSE retains all publication, intellectual property rights (including, without limitation, copyright and trademark), and marketing rights to all portions of NSU/FSE's PDI related materials.

2.10 **Confidential Information.** Each party agrees to hold in confidence, and not disclose to any third party without prior written consent from the other Party (except if disclosure is required by law), any and all proprietary information that the other may receive while performing services under this Agreement (the "Confidential Information"). Confidential Information shall exclude (i) information generally available to the public not as a result of a breach of a party's confidentiality obligation under this section, and (ii) information lawfully received from a third party that is not under a non-disclosure obligation with respect to such information. If disclosure is required by law, then the receiving party shall provide the disclosing party with prompt written notice of the required disclosure so as to allow the disclosing party to object to the disclosure. A party must designate in writing to the other party that the information it is providing to the other party is proprietary in order for such information to fall within the purview of this section. Confidential Information of a party must only be used by the other party for the purposes of this Agreement. Each party shall protect and secure the Confidential Information of the other party as it does its own confidential information, but shall in no event use less than reasonable care. The parties acknowledge that if a party breaches a confidentiality obligation, the other party may suffer irreparable harm, and consequently in addition to available legal remedies, the other party may seek injunctive relief with the necessity of posting a bond or proving damages. The NSU/FSE's PDI related materials referenced in section 2.03 above and in Exhibit D shall under all circumstances be deemed the Confidential Information of NSU/FSE.

2.11 **Background Screening:** NSU/FSE 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 NSU/FSE or its personnel providing any services under the conditions described in the previous sentence. NSU/FSE 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 NSU/FSE and its personnel. The parties agree that the failure of NSU/FSE 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. NSU/FSE agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical injury, death or property damage resulting in NSU/FSE's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.12 **Indemnification.** 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.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its negligent or wrongful acts or omissions of negligence, or its agents' or employees' negligent or wrongful acts or omissions of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By NSU/FSE: NSU/FSE, except as provided for in the last sentence of this section, agrees to indemnify, hold harmless and defend SBBC, its agents and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by NSU/FSE, its agents, servants or employees; the equipment of NSU/FSE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of NSU/FSE or the negligence of NSU/FSE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by NSU/FSE, SBBC or otherwise. NSU/FSE shall have no indemnification related obligations to the extent any claim arises out of or results from the acts or omissions of SBBC, its agents, employees or contractors.

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, and 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.

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. 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, then 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. In the event of any such termination after NSU/FSE has performed services, then as stated in subsection 2.07.1, SBBC shall pay to NSU/FSE the cost of such services rendered as set forth in **Exhibit C**. 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.** 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.

3.10 **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 Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, 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.

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

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 nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits 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 effect 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 **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.

3.26 **Reservation of Rights.** The parties acknowledge and agree that except as provided for in this Agreement, each party will retain all right, title and interest in and to its products, services, trademarks, and all content, information and other materials on its website(s), and nothing contained in this Agreement will be construed as conferring upon such party, by implication, operation of law or otherwise, any other license or right.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the dates set forth below.

(SIGNATURES ON THE FOLLOWING PAGES)

FOR SBBC


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

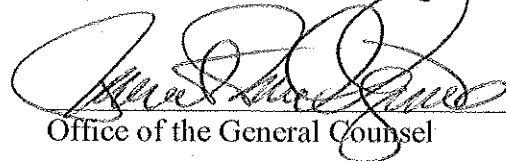
ATTEST:

By 
Patricia Good, Chair

Date: 7/22/2014


Robert W. Runcie, Superintendent of Schools

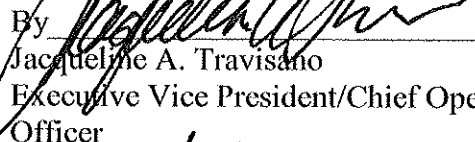
Approved as to Form and Legal Content:

 07/02/14
Office of the General Counsel

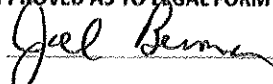

FOR NSU/FSE

(Corporate Seal)

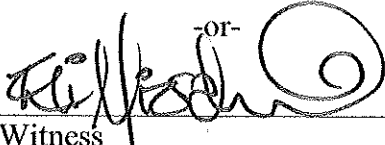
NOVA SOUTHEASTERN UNIVERSITY,
INC., on behalf of its
ABRAHAM S. FISCHLER SCHOOL OF
EDUCATION

By 
Jacqueline A. Travisano
Executive Vice President/Chief Operating
Officer

Date: 7/21/14

APPROVED AS TO LEGAL FORM	
Signature:	
Print Name:	Joel Berman Vice President of Legal Affairs
APPROVED AS TO BUSINESS CONTENT	
Signature:	
Print Name:	Ronald Chenail Interim Dean, Fischler School of Education

ATTEST:

-or-

Witness


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 2nd day of July, 2014 by Jacqueline A. Traviano of _____
Name of Person

Nova Southeastern University, Inc, on behalf of the corporation/agency.
Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

SHIRLEY NAIDOO

Printed Name of Notary



SHIRLEY NAIDOO
Commission # FF 047127
Expires November 30, 2017
Bonded Thru Troy Fein Insurance 800-385-7019

Notary's Commission No.

(SEAL)

EXHIBIT A

NSU-Fischler School of Education |BCPS-Westwood Heights Elementary School

Nova Southeastern University Abraham S. Fischler School of Education (FSE) Broward County Public Schools - Westwood Heights Elementary Professional Development Institute

Specific Goals:

The purpose of the Professional Development Institute is to:

1. Enhance teacher knowledge of the latest classroom reading strategies in reading across the curriculum that can be directly implemented to impact student success.
2. Provide baseline knowledge for future ongoing interventions.
3. Introduce teachers to a collaborative researcher-practitioner relationship that will promote future student achievement.
4. Introduce teachers and staff mentoring model that will enhance learning promote school-wide improvements.

NSU/FSE will:

1. Provide training to staff, teachers and administration.
2. Assist in the creation of teacher development plans and provide curriculum resources.
3. Provide mentoring and coaching to the school's stakeholders.
4. Promote a university and P-12 partnership to deliver mentoring and coaching.

NSU/FSE will not be required to create any student records in connection with the services it performs under this Agreement.

Three Phase Professional Development Institute

Phase I:

- Reading/Literacy Needs Assessment and Goal Setting
- Shared Classroom Experience with University Mentors

Phase II:

- School-wide Needs Assessment and Goal Setting
- Lesson Demonstrations and Progress Monitoring
- On-going Instructional Support

Phase III:

- Formative and Summative Assessments
- On-going Instructional Support and Additional Strategies
- Recommendations and Follow-up

EXHIBIT B

NSU-Fischler School of Education | BCPS-Westwood Heights Elementary School

Faculty Roster

Dr. Marcelo Castro
Dr. Lina Chiappone
Dr. Charlene Desir

Dr. Janet Rivera
Dr. Troy Robinson
Dr. Maryann Tobin

Faculty Credentials

Name	Position	Credentials
Maryann Tobin, Ph.D.	Program Professor, Abraham S. Fischler School	Doctor of Philosophy in Teaching and Learning, University of Miami Specialization: Reading Education Masters of Fine Arts in Motion Pictures, University of Miami Specialization: Screenwriting
Lina Chiappone, Ph.D.	Director of Academic and Faculty Support, Abraham S. Fischler School	Doctor of Philosophy in Teaching and Learning, University of Miami Specialization: TESOL and Reading Masters of Education, University of Miami Specialization: Elementary Education
Janet Rivera, Ph.D.	Program Professor, Elementary Education, Abraham S. Fischler School	Doctor of Philosophy, Ohio State University Teaching and Learning: Rethinking Early Childhood and Elementary Education
Charlene Desir, Ed.D.	Program Professor, Applied Research Center, Abraham S. Fischler School	Doctor of Education, Harvard Graduate School of Education Graduate Certificate in Qualitative Research, Nova Southeastern University
Troy Robinson, Ed.D.	Director/Program Professor of Educational Leadership, Abraham S. Fischler School	Doctor of Education in Instructional Technology and Distance Education, Nova Southeastern University Educational Specialist in Computer Education, Nova Southeastern University Master of Education in Administration and Supervision, University of South Florida
Marcelo Castro, Ph.D.	Director of Academic and Faculty Support/Program Professor, Abraham S. Fischler School	Doctor of Philosophy in Reading/Learning Disabilities, University of Miami Master of Education in Mental Health Counseling, University of Miami

EXHIBIT C

NSU-Fischler School of Education |BCPS-Westwood Heights Elementary School

<u>Budget</u>		
	Fischler School of Education- Per Participant Cost and/or Services	TOTAL COST
General Cost		
1. Professional Development Fees	1. \$285.00 per participant* (@60 teachers/staff)	\$17,100.00
2. Educational Materials/Supplies	2. \$6,500.00	\$6,500.00
3. Travel Expenses	3. \$1,400.00	\$1,400.00
		Total Cost: \$25,000.00
PHASE II	Fischler School of Education- Per Participant Cost and/or Services	TOTAL COST
General Cost		
1. Professional Development Fees	1. \$285.00 per participant* (@60 teachers/staff)	\$17,100.00
2. Educational Materials/Supplies	2. \$6,500.00	\$6,500.00
3. Travel Expenses	3. \$1,400.00	\$1,400.00
		Total Cost: \$25,000.00
PHASE III	Fischler School of Education- Per Participant Cost and/or Services	TOTAL COST
General Cost		
1. Professional Development Fees	1. \$285.00 per participant* (@60 teachers/staff)	\$17,100.00
2. Educational Materials/Supplies	2. \$6,500.00	\$6,500.00
3. Travel Expenses	3. \$1,400.00	\$1,400.00
		Total Cost: \$25,000.00
Cost for Professional Development Institute	TOTAL COST: \$75,000.00	

EXHIBIT D (Page 1 of 2)

**NSU-Fischler School of Education |BCPS-Westwood Heights Elementary School
The PDI Phases**

Professional Development Institute (PDI) Phases

NSU/Westwood Heights Elementary In-service Credit

Phase I - Professional Development in Literacy

Phase I will offer a general overview of literacy study, including aspects of written, oral, and visual literacy and the reading process. Teachers will gain knowledge of varied instructional strategies for reading across the curriculum.

- Meet and Greet with NSU/Fischler team and Summer WHES Teachers
- Marzano Needs Assessment
 - Session with Literacy Coach
 - Review Internal Needs Assessment
- Shared Classroom Experience
- Delivery of Workshops

Phase II - Coaching and Mentoring

Phase II will introduce the concept and practice of collaborating and mentoring to enhance student achievement and promote improvement in classroom practices and the overall school culture. Teachers will learn the importance of school culture and shared accountability to help teachers establish an aptitude for coaching and mentoring and support peer-oriented professional development activities.

- Lesson Demonstrations
- Progress Monitoring
- Ongoing Instructional Support

Phase III - School Culture Evaluation

Phase III will provide a general overview of the relationship between cultural competence and student achievement. Teachers will be engaged in identifying community resources and developing effective instructional strategies and interventions for assisting urban students.

- Evaluate the Cultural Needs of Students
- Evaluate the School's Culture
- Foster Cultural Discussions
- Highlight Cultural Gaps and Develop Strategies/Best Practices

EXHIBIT D (Page 2 of 2)

NSU-Fischler School of Education |BCPS-Westwood Heights Elementary School

Site Location and PDI Delivery Modalities

The PDI will begin in August 2014 through June 2015. Instruction will be provided on-site at Westwood Heights Elementary School and at Nova Southeastern University in Davie and/or at the Fischler School of Education in North Miami Beach. Some components of the program may be offered online (TBD). Phase I will begin in August 2014 and will continue with on-going instructional support through June 2015. Phase II and Phase III will begin in August 2014 and will continue with on-going support through June 2015.