



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the affiliation agreement with Franklin Academy Charter Schools for various clinical education K-12 placement opportunities for pre-professional teachers in the Education Pathway. Fiscal Impact: None.

Presenter(s): Jamonica Rolle, Vice Provost, Academic Affairs

What is the purpose of this contract and why is it needed? The Affiliation Agreement will allow Broward College Education Pathway pre-professional teachers enrolled in the bachelor programs to participate in diverse field experience opportunities in Franklin Academy Charter Schools K-12 settings as required by F.S.1004.04.

What procurement process or bid waiver was used and why? N/A

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
No

What fund, cost center and line item(s) were used? N/A

Has Broward College used this vendor before for these products or services? N/A

Was the product or service acceptable in the past? N/A

Was there a return on investment anticipated when entering this contract? Broward College Education Pathway pre-professional teachers will gain practical experience as part of the teacher preparation curriculum by completing clinical opportunities within the Franklin Academy Charter Schools.

Was that return on investment not met, met, or exceeded and how? N/A

Does this directly or indirectly feed one of the Social Enterprise tactics and how? This action supports the "big bet"- empower student development by providing pre-professional teachers with practical, real-world job experience and opportunities for practice in authentic and diverse K-12 settings. Additionally, the "big bet"- create impactful career connections will be advanced because pre-professional teachers will have the opportunity to practice and be exposed to skills that directly align with the competencies K-12 employers look for, thus advancing a market-driven curriculum within teacher preparation at Broward College.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: There is no fiscal impact associated with this affiliation agreement.

Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs

2/27/2024




















APPROVAL PATH: 11941 Franklin Academy Charter Schools and BC Affiliation Agreement 2024-2027

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Elizabeth Molina	Dean Review		 Completed	
2	Jamonica Rolle	Vice Provost Review		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affairs		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Legal Services Review Group	Review and Approval for Form and		 Completed	
6	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
7	Pending Counter-Signature(s)	Review		 Completed	
8	Board Clerk	Agenda Preparation		 Completed	
9	District Board of Trustees	Meeting	11/12/24 11:00 AM	 Pending	

**AFFILIATION AGREEMENT
FOR
STUDENT INTERNSHIP**

This AFFILIATION AGREEMENT FOR STUDENT INTERNSHIP (“Agreement”), dated as of Sept. 20, 2024 (“Effective Date”), is entered into by and between Franklin Academy Charter Schools, the internship site (“FRANKLIN”), and the District Board of Trustees of Broward College, Florida (the “COLLEGE”). Each party is referenced individually as a “Party” or collectively as the “Parties.”

WHEREAS, FRANKLIN and COLLEGE wish to set the terms and conditions of engaging in a cooperative program (hereinafter referred to as the “Program”) for the placement of selected COLLEGE students into FRANKLIN classrooms with the mutual objective of preparing students for entry into the teaching profession.

WHEREAS, COLLEGE will benefit from students gaining practical experience and advancing their education by completing internships within FRANKLIN facilities.

WHEREAS, FRANKLIN will benefit through the skills and efforts of COLLEGE students who want to become educators.

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. **Purpose.** Educating the student shall be the only purpose of the program.

2. **Term of Agreement.** The term of this Agreement shall commence upon the Effective Date and continue for three (3) years (the “Term”). This Agreement is renewable for two (2) additional one (1) year periods upon advanced written agreement of the Parties hereto. This agreement may be terminated upon thirty (30) calendar days’ written notice to the other Party. If such notice is given, this Agreement shall terminate at the end of the thirty (30) days’ notice period; except that the internship and this Agreement shall continue to be effective for the purpose of permitting Intern Teachers in the midst of an internship to complete the internship period.



3. **Definitions.** The following definitions shall apply to this Agreement:

- a. "Intern Teacher" means a student enrolled in the COLLEGE's educational program who needs student teaching experience to complete his/her degree.
- b. "Supervising Teacher" means a FRANKLIN employee who serves as the instructional leader in the classroom to which the Intern Teacher has been assigned.
- c. "Clinical Supervisor" means the COLLEGE faculty member designated to monitor the clinical progress of the Intern Teacher during the course and scope of the internship assignment.
- d. "Student Teaching" means the active participation by an Intern Teacher in the day-to-day duties and responsibility of classroom teaching under the direct supervision of a Supervising Teacher.

4. **Selection of Supervising Teacher.** The selection of Supervising Teacher will be determined by the Franklin Academy Superintendent and the school principal of the school where the Intern Teacher is assigned. Supervising Teachers must meet qualification guidelines for state-approved initial teacher certification programs, as outlined in F.S. 1004.04.

5. **Selection of Intern Teacher.** The COLLEGE shall determine, in its sole discretion, which of its enrolled students are eligible to participate in the Program. The COLLEGE shall assign prospective Intern Teachers to FRANKLIN in consultation with FRANKLIN. The Intern Teacher is required to provide a minimum of 37.5 direct service hours per week at FRANKLIN during the Internship period.

6. **Right to Refuse.** FRANKLIN shall have the right to refuse any prospective Intern Teacher assigned to FRANKLIN by notifying the COLLEGE, in writing, within thirty (30) days of assignment.

7. **Non-Employee Status.** Intern Teachers shall participate in the internship hereunder for the sole consideration of obtaining an educational experience. Each Party agrees that the Intern Teachers will be in a learning situation and that the primary purpose of the placement is for the Intern Teachers' learning and the benefit of the Intern Teachers. It is further understood that the Intern Teacher shall not at any time replace or substitute for any FRANKLIN employee. Nor shall the Intern Teacher



perform any of the duties normally performed by an employee of FRANKLIN except such duties as are a part of their training and are performed by the Intern Teacher under the supervision of a FRANKLIN employee. At all times, FRANKLIN will maintain full responsibility for students being taught for by Intern Teachers in the College program. Intern Teachers are not employees or agents of FRANKLIN and will not be compensated by FRANKLIN, nor will Intern Teachers be eligible for any fringe benefits or statutory rights attendant to FRANKLIN employees, except as required by § 1012.39, Florida Statutes. Furthermore, Intern Teachers are not employees or agents of the COLLEGE and are not eligible for any fringe benefits or statutory rights attendant to COLLEGE employees. Intern Teachers are not entitled to a job at the completion of the educational experience.

8. The Parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA"), [20 United States Code sections 1232(g), 1232(h) and 1232(i)], and federal regulations issued pursuant to such act, and by state law in s. 1002.22, F.S., and that generally, written student consent must be obtained before releasing personally identifiable student education records to anyone other than the COLLEGE. FRANKLIN agrees to treat all student education records that are specifically identified as such by the Parties confidentially and not to disclose such student education records except to the COLLEGE and FRANKLIN officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The Parties acknowledge that the fact that an Intern Teacher is mentioned in a record or report generated and/or maintained by FRANKLIN in the normal course and scope of its operations, and not created or maintained by the COLLEGE, may not cause such record or report to be considered a "student education record" for purposes of this paragraph.

9. **FRANKLIN Responsibilities:**

- a. FRANKLIN will provide each Intern Teacher with teaching experience in a FRANKLIN school and with classes matching the Intern Teacher's anticipated certification. The educational experiences shall fulfill the COLLEGE'S curriculum requirements and meet the objectives agreed upon by FRANKLIN and the COLLEGE. The Supervising Teacher will work with the Intern Teacher in conjunction with the Clinical Supervisor to select the Intern Teacher's classroom. The Intern Teacher's schedule will be set by FRANKLIN and may be modified by mutual agreement of FRANKLIN, the Intern Teacher, and the COLLEGE, without formal amendment to this Agreement.
- b. FRANKLIN will allow the Clinical Supervisors on-going access to the host school and classroom of the Intern Teachers for the specific purposes of coordinating, observing and instruction of the Intern Teachers. FRANKLIN will provide the Clinical Supervisors the opportunity to consult with the Supervising Teachers on an ongoing basis to evaluate the Intern Teachers' work performance and progress.



- c. By written notice to the COLLEGE, FRANKLIN may terminate any Intern Teacher based upon a good faith determination that the Intern Teacher is not meeting FRANKLIN'S professional standards and/or performance expectations, or is otherwise unfit to or continue teaching in the classroom provided that the College will have a reasonable opportunity to cure the reason for the withdrawal.
- d. FRANKLIN will provide the COLLEGE, Clinical Supervisors, and the Intern Teachers with all FRANKLIN policies and procedures to which the Intern Teachers are expected to adhere.
- e. FRANKLIN will permit the students to use its facilities and amenities, including but not limited to office/workspace, cafeteria, restrooms, and parking on the same basis utilized by FRANKLIN employees.
- f. FRANKLIN will allow the Intern Teachers to observe and/or participate in team meetings and school-based professional growth opportunities during and within the scope of the Intern Teacher's assignment.
- g. FRANKLIN will plan, administer and retain total responsibility for all aspects of its educational program and provide for qualified supervision of all educational activities;
- h. FRANKLIN will maintain its accreditation;
- i. FRANKLIN will provide Clinical Supervisors and Intern Teachers with, or seek emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at FRANKLIN. Emergency treatment of Intern Teachers or Clinical Supervisors for any injuries incurred during educational activities must be covered through the individual's personal health insurance plan or through his/her own resources. Personal health insurance coverage for the COLLEGE'S Clinical Supervisors and/or Intern Teachers will not be the responsibility of the COLLEGE or FRANKLIN.

10. COLLEGE Responsibilities:

- a. The COLLEGE shall plan and administer the educational program for Intern Teachers and be responsible for the enrollment of Intern Teachers in COLLEGE courses, including the Program.



- b. The COLLEGE, through the Clinical Supervisor, will monitor and evaluate the Intern Teachers' progress, including curriculum planning, admission, administration, matriculation requirements, and other issues required by the COLLEGE'S academic program.
 - c. The Clinical Supervisor will observe Intern Teachers in the classroom and assess the Intern Teachers' progress towards mastery of teaching competencies. The Clinical Supervisor may request FRANKLIN to assist an Intern Teacher in a particular area of anticipated need and competence, and FRANKLIN agrees to such review requests for feasibility.
 - d. The COLLEGE will make final evaluations of the Intern Teachers upon receipt and review of the Supervising Teachers' evaluative reports and feedback.
 - e. The COLLEGE will notify prospective Intern Teachers of any FRANKLIN-specific Program requirement(s), to: background checks, student participation agreements, and/or vaccinations. The COLLEGE shall notify Intern Teachers of any FRANKLIN-specific rules and/or policies provided by FRANKLIN to the COLLEGE, and the Intern Teacher's obligation to follow said rules and/or policies, including confidentiality of FRANKLIN students' education records..
 - f. The COLLEGE will instruct prospective Intern Teachers to: (1) complete any security information background check form required by FRANKLIN (see provision 13 herein), and (2) submit to fingerprinting and criminal records background checks required by FRANKLIN. The COLLEGE may, but is not required to, conduct such background screenings.
 - g. The COLLEGE will inform prospective Intern Teachers that they are required to acknowledge and agree that neither the COLLEGE nor FRANKLIN guarantee to place or maintain placement of any Intern Teacher under this Agreement.
- 11. Video Streaming or Recording for Student Evaluations.** No video stream or audio-visual recordings of Intern Teachers shall be made for any reason without prior FRANKLIN approval and parental consent. While FRANKLIN recognizes that the COLLEGE may request that an Intern Teacher record the delivery of a lesson for observation or evaluation purposes, the discretion to participate in video streaming, recording, photography, or any other recording method which would include FRANKLIN students in any form, rests solely with FRANKLIN.
- 12. Intern Teacher Education Records.** The COLLEGE shall maintain all Intern Teacher educational records and reports relating to the COLLEGE's educational programs completed by Intern Teachers during the internship.



13. FRANKLIN Background Checks. If required by FRANKLIN, FRANKLIN shall provide the COLLEGE with a security background information form to be completed by the student(s) and provide a process for fingerprinting and criminal records background check to be performed by FRANKLIN or another entity at its discretion. The cost of the background screening would be the responsibility of either the District or the Intern Teacher. FRANKLIN, in its sole discretion, shall determine whether a COLLEGE student has satisfactorily cleared the security screening. The COLLEGE may also perform background checks on its students.

14. Intern Teacher Conduct. Intern Teachers are not employees or agents of the COLLEGE. Accordingly, the COLLEGE is not responsible for the conduct of its students during the internship. During the internship, Intern Teachers are required to follow the COLLEGE's Student Conduct Code.

15. Safety and Security Information. FRANKLIN will provide the Intern Teacher with information regarding any known risk or safety issues surrounding the Intern Teacher's internship environment, including the parking area and path of travel from the parking area to the FRANKLIN facility. In addition, FRANKLIN will provide the Intern Teacher with applicable safety protocols and training necessary for their safe and successful participation in the internship.

16. Liability. Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of their respective officers, employees, servants, and agents thereof while acting within the scope of their employment. The COLLEGE and FRANKLIN further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the COLLEGE or the State of Florida or its officers, employees, servants, agents and agencies to be sued; and/or (3) a waiver of sovereign immunity of the COLLEGE or the State of Florida beyond the limited waiver provided in § 768.28, Florida Statutes.

17. Insurance.

a. **COLLEGE.** The COLLEGE, as a public body corporate, participates in the State of Florida's Risk Management Trust Fund for purposes of general liability, workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to COLLEGE's officers, employees, servants, and agents while acting within the scope of their employment or agency. **Intern Teachers are not officers, employees, servants, or agents of the COLLEGE and are not covered under the COLLEGE's insurance.**

b. **FRANKLIN.** FRANKLIN represents it has obtained and shall keep in force during the Term of this Agreement, at FRANKLIN's expense, commercial general liability insurance insuring



against bodily injury and property damage liability, with a combined single limit of not less than \$1,000,000.00 per injury or occurrence with respect to any insured liability.

18. Professional Liability Insurance. Intentionally Omitted.

19. Non-Discrimination Policy. The Parties agree that in fulfilling their obligations under this Agreement, no person shall be subjected to discrimination based on age, race, color, disability, gender identity, gender expression, marital status, national or ethnic origin, creed, religion, sex, sexual orientation, political opinions or affiliations, genetic information, or veteran status.

20. Compliance with Law. The Parties agree to comply with all applicable state and federal laws and regulations, including but not limited to antidiscrimination laws such as the Americans with Disabilities Act and its amendments. FRANKLIN further agrees that it shall be solely responsible for ensuring the internship, its facilities and equipment are accessible to any Intern Teacher with disabilities.

21. Public Records. This Agreement is a public record and any other documents made or received by the COLLEGE in connection with this Agreement are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise deemed confidential and/or exempt from disclosure.

22. Representatives. The following Party representatives are the **primary point of contact** for the internship and are designated as follows:

a. COLLEGE:

Agustin Halac
1000 Coconut Creek Blvd.
Coconut Creek, FL 33066
(954) 201-2511
ahalac@broward.edu

b. FRANKLIN:

Dr. Daniel Sandberg, Superintendent of Schools
1225 SE 2nd Ave.
Ft. Lauderdale, FL 33316
954-745-7601 (O)
954-270-2712 (M)



In the event that different representatives are designated by either Party after execution of this Agreement, the name and contact information of the new representatives shall be furnished in writing to the other Party.

23. Notices. All notices required or permitted pursuant to this Agreement shall be in writing and sent via email to the Party Representatives listed in provision 22.

24. 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 litigation between Parties shall be in Broward County, Florida.

25. Entire 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.

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

27. 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.

28. Severability. This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue in full effect. 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 holding 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.

29. 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. A waiver of any breach of a provision of this Agreement



shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 30. Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, executors, administrators, successors, and assigns; however, no Party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void.
- 31. Third Party Obligations.** This Agreement is made solely for the benefit of the Parties named in this Agreement, and is not intended to create rights or any cause of action in any third parties, including without limitation, Intern Teachers.
- 32. Independent Contractor.** The relationship of the Parties hereunder shall be an independent contractor relationship, and nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties. Neither Party shall be bound by the acts or conduct of the other.
- 33. Counterparts.** This Agreement may be executed in counterparts. The signature page of this Agreement may be delivered by facsimile or other electronic transmission and the signatures thereon shall be deemed effective upon receipt by the intended receiving party.
- 34. Force Majeure.** Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes or other labor disputes, riot or civil commotions, epidemics, 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.
- 35. 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 caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.



FOR: THE COLLEGE

Signed by:
Donald Astrab
By: 6DD41D98CFDA4E4...

Name: Donald Astrab

Title: Interim President

Date: 9/16/2024

FOR: FRANKLIN

[Handwritten Signature]
By: _____

Name: Scott Sznitken

Title: Executive Director

Date: 9/20/2024

