



## 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 a non-standard agreement with the School Board of Broward County for the Broward Educator Certification (BEC) program. Fiscal Impact: Revenue up to \$2,038.35 per student.**

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

**What is the purpose of this contract and why is it needed?** This Broward Educator Certification agreement provides an online alternative certification pathway for select Broward County Public School (BCPS) teachers who need to complete their required professional teacher certification to maintain employment as a classroom teacher. These educators will earn the certification by completing specified BC Education courses provided by the Education Pathway Community at Broward College.

**What procurement process or bid waiver was used and why?** Not Applicable

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**  
Not Applicable

**What fund, cost center and line item(s) were used?** Not Applicable

**Has Broward College used this vendor before for these products or services?** Yes

**Was the product or service acceptable in the past?** Yes

**Was there a return on investment anticipated when entering this contract?** Yes, this agreement will provide a mechanism for candidates who already hold a Bachelor's degree in Education or beyond to maintain their Professional Teaching Certificate in order to remain employed as a certified teacher. This will keep current teachers in the classroom serving students and meeting the pressing need for qualified teachers in Broward County schools.

**Was that return on investment not met, met, or exceeded and how?** Not Applicable

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** This action supports the "big bet"- create impactful career connections since current K12 Broward County Public School teachers will be able to take courses that help them advance their pedagogical and content area knowledge to not only better serve K12 students, but also renew their professional teacher license to maintain employment and meet the vacancies within our local school district.

**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:**

**Board Item**

**Meeting of November 12, 2024**

Description: The cost of tuition for each Online Education Course for Teacher Certification at BC is \$407.67. Under this agreement, the SBBC will pay for up to 65 Broward County Public School teachers to take up to five of these courses as needed for for re-certification in teaching. The potential revenue is \$2,038.35 per student multiplied by a maximum of 65 students = \$132,492.75).

**Jo Anderson**  
Jo Anderson

8/6/2024

**Jo Anderson**  
Jo Anderson

8/15/2024

APPROVAL PATH: 12367 Broward Educator Certification (BEC) (2024-2025)

 **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 Affair		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
6	<b>Legal Services Review Group</b>	Review and Approval for Form and		 Completed	
7	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSign b		 Completed	
8	<b>Pending Counter-Signature(s)</b>	Review		 Completed	
9	Board Clerk	Agenda Preparation		 Completed	
10	District Board of Trustees	Meeting	11/12/24 11:00 AM	 Pending	

## AGREEMENT

**THIS AGREEMENT** is made and entered into by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**

(hereinafter referred to as "BC"),  
whose principal place of business is  
1000 Coconut Creek Boulevard, Coconut Creek, Florida 33066

**WHEREAS**, BC and SBBC wish to collaborate to provide the Broward Educator Certification ("BEC") Program in support of retention of teachers within the district; and

**WHEREAS**, SBBC desires that certain SBBC teachers increase their level of skill and apply for the Professional Educator's Certificate for full certification in the State of Florida; and

**WHEREAS**, BC offers coursework to help prepare teachers through a rigorous program of study and practice necessary to retain employment, including: (1) EDF 3280 - Instructional Strategies; (2) EDG 4410 - Classroom Management; (3) RED 3342 - Foundations of Research Based Practices in Reading Education; (4) EDP 4004 - Principles of Educational Psychology; (5) EDF 4430 - Educational Tests and Measurements; (6) TSL 4081 - ESOL Issues and Strategies I; and

**WHEREAS**, SBBC and BC desire to enter into this Agreement for the purpose of training SBBC employees through a curriculum provided by BC.

**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 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.** The term of this Agreement commences upon the date of the last signature below (“Effective Date”) and concludes on June 30, 2025, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **BC Responsibilities.** BC will provide the following courses to facilitate well-structured engagement in professional learning, specifically in courses that SBBC teachers need to complete their Florida Department of Education (“FLDOE”) Professional Educator’s Certification.

- (a) BC will provide the following sections:
  - 1. Three credit hours of education in EDF 3280 - Instructional Strategies;
  - 2. Three credit hours of education in EDG 4410 - Classroom Management;
  - 3. Three credit hours of education in RED 3342 - Foundations of Research Based Practices in Reading Education;
  - 4. Three credit hours of education in EDP 4004 - Principles of Educational Psychology;
  - 5. Three credit hours of education in EDF 4430 - Educational Tests and Measurements;
  - 6. Three credit hours of education in TSL 4081 - ESOL Issues and Strategies I.
  
- (b) The BC Teacher Education Program (TEP) will facilitate the delivery of the BC courses, including:
  - 1. **Registration.**
    - i. Participants (SBBC employees) will register online through BC, coordinated with the registrar. Registration will commence on the agreed start date between SBBC and BC.
    - ii. Participants will receive BC academic credit for the contact hours per course.
    - iii. BC will notify SBBC of the participant’s final letter grade upon completion of each course for those who have submitted a signed FERPA release.
    - iv. Participants must hold a bachelor’s degree, be teachers in a Broward County District or Charter school and meet BC's general admission requirements for non-degree students.
    - v. SBBC will select participants based on certification recommendations that meet the FLDOE's education semester hours requirements. BC is not responsible for selecting participants.
    - vi. No refunds will be issued for participants who drop the course after the BC add/drop period regarding any fees, applications, or tuition.
    - vii. All general admission requirements must be submitted at least twenty (20) days before the semester start date.
  - 2. **Staffing.**
    - i. BC will provide faculty/instructors approved by BC; and
    - ii. All required assessments described in the syllabi must be completed to determine course performance evaluations.



3. Class Scheduling:
    - i. Site arrangements will be made by BC and classes will take place online.
- (d) BC Course Outline and Textbooks:
1. **Instructional Strategies (EDF 3280) 3 credits.** This course prepares participants to become proficient in planning, organizing, and implementing instructional strategies for the contemporary PK-12 classroom. A variety of research-validated instructional strategies are reinforced, including those that support constructivist approaches to classroom organization and student learning. Participants will learn to identify, deliver, and improve instructional strategies that are most appropriate in specific circumstances.
  2. **Classroom Management (EDG 4410) 3 credits.** This course provides an identification and knowledge of classroom management and communication theories, strategies, and concerns. Emphasis will be placed on Behavior Management, Discipline and Reward Strategies, Accommodating Special Needs Pre-professional educators, Managing Diverse Cultures, Establishing Rapport and Credibility, Effective Communications Strategies, and Legal and Safety Issues as they apply and relate to the classroom setting.
  3. **Foundations of Research Based Practices in Reading Education (RED 3342) 3 credits.** This course provides an understanding of the principles of scientifically based reading research as the foundation of comprehensive instruction that synchronizes and scaffolds each of the major components of the reading process to assist students in mastering this process. This course will address effective research-based instruction methodology to prevent reading difficulties and promote acceleration of reading progress for struggling students, including students with disabilities, and students from diverse populations. Guided field experience provides paraprofessional educators with the experience of observation and interaction with K-12 students.
  4. **Principles of Educational Psychology (EDP 4004) 3 credits.** This course provides a foundation in educational psychology and its application to classroom settings. Special emphasis is placed on development, learning theory, cognition, motivation, diversity, teaching, and assessment.
  5. **Educational Tests and Measurements (EDF 4430) 3 credits.** This course helps Education majors develop a philosophy of assessment and understand how a variety of measures combine to provide an accurate picture of student progress and achievement in the current multicultural classroom, develop knowledge and skills necessary to measure and assess learner progress effectively and develop actual teacher assessment skills and acquire skills in and perspectives on traditional and alternative assessment strategies. Topics include the basic principles of measurement, formative and summative assessment strategies, test construction, performance assessments, reading and interpreting data from state



and standardized achievement tests, and fairness in accommodating diverse learners.

6. **ESOL Issues and Strategies I (TSL) 3 credits.** This course is designed to build on the foundation course in TESOL for students in integrated pre-service teacher education programs. The goal of this course is to link the theory and practice for effective teaching of ESOL students. The course will focus primarily on methods, curriculum and assessment of ESOL students in the areas of language development, and content areas. Effective strategies regarding reading instruction for ELL students will be emphasized.

7. **Textbooks.** Books and materials are the sole responsibility of the student.

2.03 **Enrollment Requirements.** In order to be offered by BC, all sections of the courses must have a minimum enrollment of twenty-five (25) students and a maximum of forty (40) students. The SBBC Teacher Development and Support Department will coordinate the selection of up to seventy-five (75) teachers to participate in the BFC program.

2.04 **SBBC Responsibilities/Cost.**

(a) SBBC shall pay BC a total of \$407.67 per student enrolled in each course described in section 2.02(a) above. Students are responsible for all fees charged by BC outside of tuition and for the cost of all books and materials.

(b) SBBC shall pay BC within thirty (30) days after receipt of an appropriate invoice.

2.05 **Program Administration.** BC is responsible for academic integrity of the course and providing academic credit. In addition, both parties agree there will be no discrimination on the basis of race, color, national origin, sex, religion, age, marital status, veteran status, sexual orientation or disability.

2.06 **Inspection of BC's records by SBBC.** BC shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All BC's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by BC or any of BC's payees pursuant to this Agreement. BC's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. BC's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources. Notwithstanding the foregoing and any other provision herein, BC will not provide confidential and exempt education records of program participants to SBBC, unless SBBC has obtained and provided BC an agreement from such program participants authorizing the release to SBBC.



- (a) BC Records Defined. For the purpose of this Agreement, the term "BC Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.
- (b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to BC Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to BC pursuant to this Agreement.
- (c) Notice of Inspection. SBBC's agent or its authorized representative shall provide BC reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.
- (d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to BC's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.
- (e) Failure to Permit Inspection. Failure by BC to permit, audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of BC's claims for payment by SBBC.
- (f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by BC in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by BC. If the audit discloses billings or charges to which BC is not contractually entitled, BC shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.
- (g) Inspection of Subcontractor's Records. BC shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by BC to include such





requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to BC pursuant to this Agreement and such excluded costs shall become the liability of BC.

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

2.07 **No Disclosure of SBBC Education Records.** SBBC shall not disclose any education records to BC pursuant to this Agreement. However, should BC come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. BC's use or re-disclosure may violate applicable federal and state laws.

2.08 **Safeguarding the Confidentiality of Education Records.** Notwithstanding any provision to the contrary within this Agreement, the parties shall:

- (a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- (b) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;
- (c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to the other party upon request;
- (d) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- (e) notify the other party immediately upon discovery of a breach of confidentiality of education records. SBBC shall be notified by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;



- (f) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse the other party any direct costs incurred by the other party for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- (g) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

**2.09 SBBC Disclosure of Employee Records.**

- (a) SBBC staff will provide BC with the employee records in this section for the following purpose: providing SBBC teachers online coursework to earn their initial professional teaching certificate.
- (b) SBBC will provide BC with the following employee records, via secure email:
  - (1) Employee first and last name
  - (2) Work email address
  - (3) Date of birth
- (c) In addition to the employee records being disclosed by SBBC staff in this section, BC will also have access to work and information input by employees in BC's online platform, Brightspace learning management system developed by D2L.
- (d) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in BC privacy policies, if any.

**2.10 BC Safeguarding the Confidentiality of Employee Records.** Notwithstanding any provision to the contrary within this Agreement, BC shall:

- (a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,
- (b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law,
- (c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement,
- (d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information,
- (e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida



law, including, but not limited to, those required by Section 501.171, Florida Statutes,

- (f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and
- (g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.11 **BC Re-Disclosure of SBBC Employee Records** BC's third-party provider, D2L, will have access to the employee records (name and date of birth only) listed in this Agreement when employees input their class assignments D2L's Brightspace Learning Management System. Purpose: D2L is accessing the SBBC employee records in order to provide access to course content.

2.12 **Third-Party Safeguarding the Confidentiality of Employee Records**  
For any and all employee records that BC re-discloses or provides access to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, BC shall ensure that those third parties comply with the terms of this Agreement, including but not limited the safeguarding terms. BC shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

2.13 **Auditing of Data Protection Controls**

- (a) BC or any of BC's subcontractors with access to SBBC data shall provide an attestation stating the BC and/or BC's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used are in compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by BC or by any of BC's subcontractors with access to SBBC data under this Agreement.
- (b) At a minimum, the audit shall show what controls are used to:
  - 1. protect SBBC against unauthorized access, unauthorized disclosure, and damage;
  - 2. reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
  - 3. ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet BC'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
  - 4. monitor compliance with established security controls.
- (c) Additionally, the BC and/or the BC's subcontractors with access to SBBC data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and



maintain compliance during the agreement. The BC shall provide SBBC an attestation of continued compliance by BC and/or BC's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.14 **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  
Fort Lauderdale, Florida 33301

With a Copy to: Chief Academic Officer  
The School Board of Broward County, Florida  
600 SE Third Avenue  
Fort Lauderdale, Florida 33301

To BC: President of Broward College  
111 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

With a Copy to: Elizabeth Molina  
Dean, Education Pathway and Central  
Campus Academic Affairs Broward  
College, Central Campus  
3501 Davie Road  
Davie, Florida 33314

2.15 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, each party 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 such party 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 the other party, all public records in that party's possession upon termination of its Agreement with the other party 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 the other party, in a format that is compatible with the other party'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.

2.16 **Liability.** Subject to Section 768.28, Florida Statutes, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.17 **Insurance Requirements.** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured for general liability under Florida Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

2.18 **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.

### **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 Agreement.

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 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC or BC during the term hereof upon thirty (30) days' written notice to the other party of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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

3.07 **Place of Performance.** All obligations of the parties 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.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **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.

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

3.11 **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.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **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, government declared public health emergencies 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.



3.18 **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.

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

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date of last signature below.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**





**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By Lori Alhadeff  
Lori Alhadeff, Chair

ATTEST:

Dr. Howard Hepburn  
Dr. Howard Hepburn,  
Superintendent of Schools

Date: 10/15/24

Approved as to Form and Legal Content:

**Kathelyn  
Jacques-  
Adams**

Digitally signed by  
Kathelyn Jacques-Adams  
Date: 2024.08.12  
09:26:47 -04'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR COLLEGE:**

(Corporate Seal)

THE DISTRICT BOARD OF TRUSTEES  
OF BROWARD COLLEGE, FLORIDA

ATTEST:

By Donald P. Astrab  
Signature

\_\_\_\_\_, Secretary

Printed Name: Donald P. Astrab

Title: Interim President

Date: September 4, 2024

-or-  
Alene White  
Witness

Elizabeth Beavin  
Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4<sup>th</sup> of Sept. 2024 (date) by Donald Astrab (name of officer or agent, title of officer or agent) of Broward College (name of corporation acknowledging), a Florida Comm. College (state or place of incorporation) corporation, on behalf of the corporation. He/she is  personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and who  did/ did not first take an oath this 4<sup>th</sup> day of September, 2024.

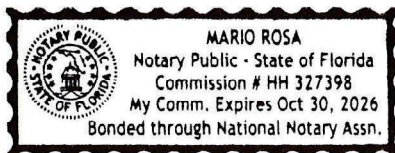
My Commission Expires:

10/30/2026

Mario Rosa  
Signature - Notary Public

(SEAL)

Mario Rosa  
Printed Name of Notary



HH 327398  
Notary's Commission No.

