



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 an agreement with Imagine 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 Imagine Charter School 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 Imagine 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

1/17/2024










APPROVAL PATH: 11779: Imagine School and BC Affiliation Agreement 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	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	06/25/24 01:00 PM	🕒 Pending	

AGREEMENT BETWEEN
BROWARD COLLEGE
AND
IMAGINE SCHOOLS, INC.

THIS AGREEMENT is entered into by and between the **DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA** (the "College"), whose address is 111 East Las Olas Boulevard, 5th Floor, Fort Lauderdale, Florida 33301, and the **IMAGINE SCHOOLS, INC.**, ("Imagine Schools"), whose address is 13794 NW 4th Street, Suite 201, Sunrise, FL 33325. The College is entering into this Agreement on behalf of its educational programs for the development of speech-language pathologists, physical therapists, occupational therapists, school counselors, and teachers (individually, a "Program" and collectively, the "Programs").

WHEREAS, the College offers educational programs for the development of speech-language pathologists, physical therapists, occupational therapists, school counselors, and teachers and has responsibility for the training of students who require clinical education, fieldwork or student teaching experiences to complete their professional development; and

WHEREAS, the IMAGINE SCHOOLS are willing to provide College students with clinical education, fieldwork or student teaching opportunities ("Internships") for training at Imagine Schools.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. PURPOSE

Educating the students shall be the only purpose of the program.

2. RESPONSIBILITIES OF THE COLLEGE

A. The College shall be responsible for the classroom instructional curriculum, maintenance of permanent records, all educational experiences, and evaluation of programs through an employed instructor.

B. The College shall assign certain students to the Imagine Schools for purposes of Internships as part of the Program at Imagine Schools. All assigned students shall have completed the prerequisite didactic portion of the Program.

C. The College shall orient Imagine Schools teachers to College's Program, pertinent course objectives, and any forms to be completed. The College shall provide supervising teachers with forms or access to an online format used for student evaluations.

D. The College shall inform the students that they must comply with applicable Imagine Schools policies and procedures and all health or other requirements prior to beginning an experience in a Imagine Schools school.

E. The College shall ensure that students undergo a Level II Background Check.

F. The College agrees to maintain, for itself, its faculty, and the student, commercial general liability insurance in limits no less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate and professional liability insurance (for healthcare students) with limits no less than \$1,000,000 per claim/\$3,000,000 annual aggregate. The professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations. Such coverage may be afforded by commercial insurance, self-insurance, a captive, or some combination thereof. A certificate of insurance evidencing said coverage shall be provided to the Imagine Schools upon request.

G. Imagine Schools acknowledges that the College is a political subdivision of the State of Florida and warrants and represents that it participates in the Florida College System Risk Management Consortium, with headquarters in Gainesville, Florida, for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the College. Its self-insured fund and various policies are authorized and stated in Florida Statutes, Section 1001.64(27) and Section 768.28. The College agrees to maintain its participation in the Florida College System Risk Management Consortium for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, Florida Statutes.

H. The College shall inform its students that they must maintain the confidentiality of the education records of Imagine Schools students.

3. RESPONSIBILITIES OF THE IMAGINE SCHOOLS

A. Except for acts to be performed by the College pursuant to the provisions of this Agreement, Imagine Schools shall furnish the facilities, personnel, services, and all other items necessary for the educational experience.

B. Imagine Schools shall maintain its operating license and appropriate accreditation.

C. Imagine Schools shall orient students (i) to the assigned Imagine Schools, including introductions to key personnel, and (ii) to its applicable rules, regulations, policies, and procedures, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

D. Imagine Schools shall plan, administer, and retain total responsibility for all aspects of care of Imagine Schools students and provide for qualified supervision of all Imagine Schools student activities;

E. Imagine Schools shall designate an employee as liaison who will work with the College's liaison to coordinate the Internship experience. Imagine Schools shall designate qualified and licensed employees in similar fields of students ("Supervising Teachers") to supervise the student's Internship. Supervising Teachers shall have the following responsibilities as they relate to the students:

i. Meet with the student on the first day of the Internship to (i) review educational objectives for the Internship, (ii) assign the work schedule, and (iii) tour the school and review relevant Imagine Schools policies and procedures.

ii. Introduce students to key and auxiliary personnel at the Imagine Schools.

iii. Provide instruction and give assignments in accordance with the College's course objectives, and the availability of Imagine Schools students and other Imagine Schools resources. Student assignments should be relevant to the experience and may include self-study and library research of clinical or educational topics.

iv. Provide each student with opportunities to practice clinical or teaching skills in the classroom. Such experience shall include, but not be limited to, (i) eliciting Imagine Schools student histories, (ii) performing examinations and evaluations of Imagine Schools students, (iii) entering permissible school record entries (such entries to be denoted as entered by a student, e.g., "SLP Student" and countersigned by designated supervising teacher, and (iv) establishing educationally relevant goals and IEP plans, conducting appropriate treatments/interventions or educational instruction, and discharge planning, as appropriate.

v. Provide each student with frequent feedback on his/her clinical or teaching, and professional performance, formally review each student's progress by meeting to review evaluations at mid-Internship and during the last week of the Internship, and complete and sign all evaluation forms provided by the College. The Imagine Schools may keep a copy of the evaluation only with the student's written consent.

vi. Provide for another Imagine Schools employee to act as supervisor of the student when the assigned supervisor is not able to be present on site.

F. When possible, make available its classrooms, library, cafeteria (at the student's expense), and parking, to students while they are assigned to a Imagine Schools school.

G. Imagine Schools shall permit the College's Program faculty to visit the Imagine Schools school during the Internship for purposes of ascertaining that the College's educational objectives for each student's Internship are being met.

H. Imagine Schools shall also permit representatives of the College's accrediting bodies to visit the Imagine Schools used for Internship experiences upon providing reasonable prior written notice.

I. Imagine Schools shall be responsible for providing or arranging for emergency care and first aid to students in the event of injury or illness occurring during Internships at Imagine Schools. The student is responsible for the cost of any emergency care received. During the Internship, students shall be required to maintain medical insurance at their own expense.

J. During the term of this Agreement, Imagine Schools represents and warrants that it: (Initial one below)

_____ Imagine Schools maintains general and professional liability insurance or self-insures (for itself, its employees and agents) in amounts no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. A certificate of insurance or official letter evidencing said coverage shall be provided to the College at time of

execution of this Agreement and renewals of said coverage. If insurance is through a claims-made policy, the professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations.

_____ Imagine Schools certifies that it is self-insured pursuant to the provisions of 768.028, Florida Statutes, for tort liability in anticipation of any claim which it, or its agents, employees or contractors might be liable to pay pursuant to that section. Workers' compensation coverage is also self-insured at levels conforming to statutory requirements. The Imagine Schools shall provide an official letter to the College evidencing these coverages. The Imagine Schools will promptly notify the College of any cancellation or reduction in coverage. To the extent specifically by law and subject to Section 768.28, Florida Statutes, the Imagine Schools shall indemnify and hold the College harmless from any loss, claim, or damage arising out of the acts or omissions of the employees or staff of the Imagine Schools, except for any such loss, claim, or damage arising out of the negligent acts or omissions of the College or taken or made by any party at the direction of College personnel. Nothing herein shall be deemed a waiver by the Board of its sovereign immunity rights under the laws of the State of Florida.

4. RESPONSIBILITIES OF IMAGINE SCHOOLS AND THE COLLEGE

A. The College and Imagine Schools agree to work together to establish and maintain a quality clinical education experience;

B. Imagine Schools shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, otherwise known as FERPA or the Buckley Amendment ("FERPA"), and of state law in s.1002.22, F.S., and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the College's students who train at Imagine Schools pursuant to this Agreement. The parties acknowledge that many student education records are protected by FERPA and state law and that generally, written student consent must be obtained before releasing personally identifiable student education records to anyone other than the College. The College agrees to provide guidance to Imagine Schools with respect to complying with the provisions of FERPA and similar state law. Imagine Schools 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 Imagine Schools officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The parties acknowledge that the fact that a student is mentioned in a record or report generated and/or maintained by Imagine Schools 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;

C. Neither party shall have the power to obligate the other party's resources, or commit the other party to any particular action; and

D. Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of relevant accreditation and regulatory bodies, as well as their own respective institutional rules and regulations.

5. HIPAA REQUIREMENTS

The parties agree to comply with the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to Imagine Schools students' health records. The College may de-identify any and all Protected Health Information for educational purposes created or received by the College under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 164, Subparts A and E. Solely for the purpose of defining the students' role in relation to the use and disclosure of Imagine Schools' Protected Health Information, the students are defined as members of Imagine Schools' workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Imagine Schools when performing activities in connection with this Agreement.

6. REMOVAL OF STUDENTS FROM THE IMAGINE SCHOOLS

Both parties agree that in the event a conduct or performance problem arises related to the Internship of any College student, Imagine Schools and the College shall promptly attempt to effectuate a resolution. In the event a resolution of the problem cannot be reached, Imagine Schools reserves the right to reasonably request withdrawal of any student whose work or conduct is not in full accord with Imagine Schools' standards of performance or its policies and procedures. Notwithstanding the foregoing, Imagine Schools may remove a student without prior consultation with the College if the student poses an immediate threat to the health or safety of Imagine Schools' employees, staff or students, and in any such event, Imagine Schools shall promptly notify the College in writing of its action and the reasons for removing the College student. The College shall have full responsibility for the conduct of any student or faculty disciplinary proceedings and shall conduct the same, with input from Imagine Schools, in accordance with all applicable statutes, rules, regulations and case law.

7. RELATIONSHIP/STUDENT STATUS

A. Both parties expressly intend that with respect to this Agreement that they shall be independent contractors and shall have no relationship other than the one provided for herein, and shall receive no other benefits besides those specifically contained herein. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that

party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Students shall not be considered employees of either party except to the limited extent covered in Section 4 herein.

B. It is understood that in no event shall students be compensated for any services rendered pursuant to this Agreement unless Imagine Schools requires payment to participating students. Students shall not represent themselves as agents, officers, or employees of the Imagine Schools during Internship experiences. Students shall wear name tags identifying their status as a student with the College. At the same time, it is understood that in no event shall the employees, agents, or staff of Imagine Schools be considered or represent themselves as agents, employees, or representatives of the College, and the College shall not be responsible for the actions or omissions of students. Imagine Schools shall at all times maintain responsibility for the education and related services provided to its students, regardless if such instruction or care is provided by College students.

C. Students shall participate in the clinical or observation experience hereunder for the sole consideration of obtaining an educational experience. Each party agrees that the students will be in a learning situation and that the primary purpose of the placement is for the students' learning and the benefit of the students. It is further understood that the student shall not at any time replace or substitute for any Imagine Schools employee. Nor shall the student perform any of the duties normally performed by an employee of Imagine Schools except such duties as are a part of their training and are performed by the student under the direct supervision of an Imagine Schools employee. At all times, Imagine Schools will maintain full responsibility for students being cared for by students in the College program. Students are not entitled to a job at the completion of the educational experience. No student will be covered under Imagine Schools' or the College's Worker's Compensation, social security, or unemployment compensation programs while participating in the clinical or observation experience.

D. Notwithstanding anything to the contrary stated herein, if the student is also a Imagine Schools employee/associate under a separate agreement with Imagine Schools, such employee/associate shall not be permitted to perform the functions of a student under this Agreement during Imagine Schools employee's/associate's work schedule. Work-related responsibilities shall not count towards meeting hours towards the Internship requirements.

8. ASSIGNMENTS

Imagine Schools shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void.

9. 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, students.

10. PERFORMANCE

A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.

11. TERM AND TERMINATION

The term of this Agreement shall commence on August 1, 2024 and expire on May 31, 2025. This Agreement may be extended or renewed upon advanced written agreement of the parties hereto. Either party may terminate this Agreement at any time by furnishing at least sixty (60) days prior written notice of intent to terminate to the other. Any such termination shall not prevent students then participating in Internships at Imagine Schools' schools from completing their assignments at the pursuant to the same terms and conditions of this Agreement.

12. NOTICE

Any and all notices required or permitted hereunder shall be in writing and deemed effective: (i) upon personal delivery with a receipt obtained, (ii) the date of receipt, refusal, or noted as uncollected when sent by certified or registered mail, return receipt requested, postage prepaid, (iii) the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service, e.g., Federal Express, to the address set forth below or to such other addresses as a party may designate in writing and provided in accordance with this section, or (iv) upon receipt by facsimile or email transmission with confirmation of receipt sent by the recipient to the sender.

As to College:

Broward College
The Office of the General Counsel
111 East Las Olas Boulevard, 5th Floor
Fort Lauderdale, FL 33301

Attn: Dr. Elizabeth Molina
Dean, Education Pathway
Broward College
3501 Davie Road
Davie, Florida 33314
Email: ecarrand@broward.edu

As to Imagine Schools:

Attn: Executive Vice President Rod Sasse
13794 NW 4th Street Suite 201
Imagine Schools
Sunrise, FL 33325
Email: rod.sasse@imagineschools.org

13. NO DISCRIMINATION

Neither party will discriminate against any program participant covered under this Agreement because of race, color, religion, national or ethnic origin, age, disability, veteran status, marital status, sex, or sexual orientation, or any other basis prohibited by law, nor will either party engage in such discrimination in their employment or personnel policies.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire understanding of the parties with respect to the matters covered herein, and supersedes any prior or contemporaneous agreements,

representations, or discussions, whether written or oral. This Agreement may only be altered, amended, or modified by a written instrument duly signed by the parties.

15. LAW GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State Florida, without regard to its conflicts of law principles. With respect to any action arising out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Broward County, Florida.

16. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures. The parties represent and warrant that the person signing on behalf of the party has authority to sign as its representative.

Signatures on the next page.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth below.

"Imagine Schools"

By: God Sasse

Title: EUP

Date: 6/10/24

"College"

DocuSigned by:
By: Donald Astrak
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Title: Interim President

Date: 5/23/2024