



## 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 affiliation agreement with American Learning Systems, INC. d/b/a American Heritage School for various internship placement opportunities. 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 students to participate in field experience opportunities in American Heritage School K12 settings for 3 years (2024-2027).

**What procurement process or bid waiver was used and why?** The procurement process and bid waiver were not needed.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?** No, there are no expenses associated with this contract.

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

**Has Broward College used this vendor before for these products or services?** No.

**Was the product or service acceptable in the past?** Not applicable.

**Was there a return on investment anticipated when entering this contract?** Not applicable since this is a new proposed agreement, but the anticipated return on investment is for pre-professional teachers enrolled in Broward College Education B.S. courses that require mandatory field experiences to have the opportunity to be placed in diverse K12 educational settings and gain practical knowledge.

**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"- 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**

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Jeffrey Nasse, Provost and SVP of Academic Affairs

4/5/2023






APPROVAL PATH: 10563 American Heritage School 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 Affair		✔ Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		✔ Completed	
5	<b>Legal Services Review Group</b>	Review and Approval for Form and		✔ Completed	
6	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 		✔ Completed	
7	<b>Pending Counter-Signature(s)</b>	Review		✔ Completed	
8	Board Clerk	Agenda Preparation		🕒 Pending	
9	District Board of Trustees	Meeting	10/08/24 11:00 AM	🕒 Pending	

**CLINICAL FIELD PLACEMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 26<sup>th</sup> day of June, 2024, by and between:

**AMERICAN LEARNING SYSTEMS, INC. d/b/a AMERICAN HERITAGE SCHOOL**

(hereinafter referred to as "AHS")  
Whose principal place of business is  
in Broward County, Florida with a mailing address of  
12200 W. Broward Boulevard, Plantation, Florida 33325

and

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

(hereinafter referred to as "COLLEGE"),  
whose principal place of business is  
in Broward County, Florida with a mailing  
address of 111 E. Las Olas Blvd, Ft. Lauderdale,  
FL 33301

**WHEREAS**, the COLLEGE students will gain practical experience as part of the COLLEGE course curriculum by completing internships within the AHS; and

**WHEREAS**, AHS and COLLEGE wish and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program (hereinafter referred to as the "Program") for the classroom field placement of selected students enrolled in the Education Pathway at the COLLEGE with the mutual objective of preparing students for entry into the teaching profession.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.



## ARTICLE 2 – SPECIAL CONDITIONS

**Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall be for three (3) years, commencing on 6/30/2024 and **expiring on 6/30/2027**, and thereafter, shall automatically renew for yearly terms; provided, however, that 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, in accordance with Section 3.05. Notwithstanding anything to the contrary contained herein, termination of this Agreement shall not prevent students then participating in this clinical field placement from completing their assignments pursuant to the same terms and conditions of this Agreement.

### 2.01 **COLLEGE Responsibilities.**

2.01.1 COLLEGE shall plan and administer the COLLEGE educational program for its students and be responsible for the enrollment of its students in COLLEGE courses, including the clinical field placement.

2.01.2 COLLEGE shall maintain all educational records and reports relating to the COLLEGE educational programs completed by COLLEGE students during the clinical field experience.

2.01.3 COLLEGE shall determine, in its sole discretion, which of its enrolled students shall be eligible to participate in the Program.

2.01.4 COLLEGE shall provide a person to serve as its Coordinator to oversee its educational program and coordinate Programmatic activities with AHS.

2.01.5 COLLEGE shall work through the AHS department of Teacher Professional Learning and Growth to determine, in advance, clinical placement sites for COLLEGE teachers in the Program, including dates and the number of COLLEGE students.

2.01.6 COLLEGE shall instruct its participating COLLEGE students to complete a security information background check form provided by AHS and to submit to fingerprinting and criminal records background check to be performed by AHS or at its direction as a precondition to clinical placement, including undergoing a Level II Background Check.

2.01.7 COLLEGE shall retain responsibility for grading of the field placement experience and determining whether a COLLEGE student has completed the requirements of the COLLEGE educational program, considering the AHS supervising teachers evaluations.

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2.01.8 COLLEGE students shall not be considered as employees or agents of the COLLEGE or of AHS.

2.01.9 COLLEGE shall be responsible for providing professional development



seminars to its students in the Program. AHS may be requested to assist in such seminars.

2.01.10 COLLEGE shall be solely responsible for the conduct of any proceedings of its students related to academic or behavioral matters.

2.01.11 COLLEGE agrees to inform COLLEGE students that they are responsible to adhere to the rules and regulations of AHS, including recognition of the confidential nature of information regarding pupils and their records.

2.01.12 COLLEGE will provide AHS with a copy of course objectives for the learning experience. AHS, together with COLLEGE, will make arrangements for evaluating the learning experience.

## 2.02 **AHS Responsibilities.**

2.02.1 AHS shall be responsible for the conduct of its operations, supervision of its staff and the education of its students. COLLEGE shall not control any of AHS's property or operations.

2.02.2 AHS shall provide forms for COLLEGE to use as student teacher applications.

2.02.3 AHS shall determine, in consultation with COLLEGE, the COLLEGE students who will be placed at AHS and which schools.

2.02.4 AHS shall provide to COLLEGE students a security background information form to be completed by COLLEGE students and provide a process for fingerprinting and criminal records background check to be performed by AHS or at its direction. AHS shall determine whether a COLLEGE student has satisfactorily cleared the security screening.

2.02.5 AHS shall, in consultation with COLLEGE, assign its teachers to serve as supervising teachers for the evaluation of the COLLEGE students. AHS supervising teachers shall complete evaluation forms provided by COLLEGE. Site supervisors selected by AHS will a) assist in orienting students to the school, the classroom and the pupils; b) Explain all school and district policies, rules, and regulations to students; c) provide prompt and substantive feedback to students regarding performance activities and interactions with AHS personnel, pupils and parents; d) complete evaluations of student progress and submit them to COLLEGE after reviewing them with applicable students; e) immediately inform the COLLEGE faculty supervisor of any concerns regarding a student; f) establish a time to meet and discuss with students their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For Student Teaching) supervise students on a daily basis if the site supervisor is absent from the classroom, under no circumstance can a student even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated by AHS and the COLLEGE.

2.02.6 AHS shall provide the COLLEGE with written performance evaluation



feedback about the COLLEGE student and completion logs based on the Florida Educator Accomplished Practices (FEAPS) with prior written consent of the COLLEGE student.

2.02.7 AHS shall maintain its operating license and appropriate accreditation. COLLEGE students shall not be deemed to be employees of AHS or COLLEGE for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the Program. Each student is placed with AHS to receive clinical field experience as a part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time during their practicum shall students replace or substitute for any employee of AHS. This provision shall not be deemed to prohibit the employment of any such student by AHS under a separate employment agreement for separate or additional duties.

2.02.8 AHS agrees that COLLEGE students assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control and responsibility of AHS.

2.02.9 AHS shall retain the right in its sole discretion, to request the removal of any individual from any area of the school premises. Both parties agree that in the event a conduct or performance problem arises related to the Internship of any College student, the parties shall promptly attempt to effectuate a resolution. In the event a resolution of the problem cannot be reached, AHS reserves the right to reasonably request withdrawal of any student whose work or conduct is not in full accord with AHS' standards of performance, or its policies and procedures. Notwithstanding the foregoing, AHS may remove a student without prior consultation with the COLLEGE if the student poses an immediate threat to the health or safety of AHS' employees, staff or students, and in any such event, AHS shall promptly notify the COLLEGE in writing of its action and the reasons for removing the COLLEGE student.

2.02.10 AHS will provide to COLLEGE students the policies and procedures and other relevant materials to allow students to function appropriately within the school.

2.02.11 AHS will permit students access to the library facilities/curriculum laboratories available to personnel. COLLEGE students may not remove materials from the school without appropriate approval.

2.02.12 AHS shall maintain confidentiality consistent with its policies of all COLLEGE student applications and b) COLLEGE student health records or reports. AHS shall also maintain confidentiality over its student records consistent with its legal obligations.

2.02.13 COLLEGE students shall not be considered employees or agents of AHS.

2.02.14 AHS acknowledges: (a) a Student's provision of services in the clinical or field experience will not displace AHS employees or provide any immediate advantage



to the site; (b) no participating Student will be entitled to employment by the AHS following internship; and (c) this internship will be without compensation to the Student.

### 2.03 AHS Disclosure of Education Records.

(a) AHS will provide COLLEGE student the records listed in this section for the purpose of classroom observations, classroom instruction, AHS student work evaluation, and classroom assistance, pursuant to this Agreement.

(b) AHS will provide COLLEGE student the following AHS student education records:

- 1) academic records
- 2) attendance records
- 3) emergency contact records
- 4) additional education records necessary for the COLLEGE student to complete his/her responsibilities, pursuant to this Agreement.

(c) COLLEGE student is considered a "school official" with a legitimate educational interest to receive the types of information from AHS education records listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

### 2.04 Confidentiality of AHS Education Records.

(a) Notwithstanding any provision to the contrary within this Agreement, COLLEGE shall:

1) 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, to the extent that AHS possesses education records of the COLLEGE's students:

2) hold any education records in strict confidence and not use or redisclose 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 or older whose education records are to be shared provides prior written consent for their release;

3) 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 requesting party upon request;





4) 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;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify the other party immediately upon discovery of a breach of confidentiality of education records by telephone at

For AHS: Office of Curriculum & Instruction 12200 W Broward Blvd  
Plantation, FL 33325,

For COLLEGE: Dr. Elizabeth Molina, Dean, Education  
Pathway, 3502 Davie Road, Davie, FL 33314, 954-201-2231  
With Copy to: Office of the General Counsel, Broward  
College, 111 East Las Olas Boulevard, Suite 500, Fort  
Lauderdale, FL 33301, 954-201-7409

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;

7) fully cooperate with appropriate staff, including Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse any direct costs incurred by the other party for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide the breached party with the name and contact information of its employee who shall serve as primary security contact and shall be available to assist the breached party in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).





COLLEGE and its students shall bear no cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to COLLEGE and its personnel. The parties agree that the failure of COLLEGE to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling AHS to terminate immediately with no further responsibilities or duties to perform under this Agreement

**2.09 Insurance Requirements.** The COLLEGE acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured or contracts for general liability insurance 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. The COLLEGE further acknowledges that it maintains, at its sole discretion, Specific Excess General Liability in the amount of \$1,000,000 combined single limit per occurrence, solely for any liability resulting from entry of a claims-bill pursuant to Section 768.28(5) Florida Statutes, or liability imposed pursuant to Federal Law. AHS 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.

1. **Workers' Compensation Insurance:** Each party shall maintain Workers' Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/ disease-policy limit).

2. **Automobile Liability Insurance:** Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage. Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28, Florida Statutes.

(a) **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. All liability policies are primary of all other valid and collectable coverage maintained by American Heritage School.

2. **Certificate Holder:** American Heritage Schools Keyes Coverage Insurance 5900 Hiatus Road Tamarac, FL 33321

2.10 **Liability.** 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 agree 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.

2.11 **Equal Opportunity Provision.** The Parties to this Agreement shall not discriminate against any employee or participant regarding responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, sexual orientation, or any other basis prohibited by law. Nor shall the Parties deny participation in or benefits arising out of this Agreement to any student, employee or participant or otherwise subject anyone to discrimination in any activity hereunder. The Parties shall take all measures necessary to effectuate these assurances.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein shall be construed or interpreted as (1) denying either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in 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. 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.**

a) The relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. 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. Program Students shall not be considered employees of either party. In no circumstance shall Program Students be considered employees or agents of the College or AHS, and the College and AHS shall not be responsible for the actions or omissions of Program Students.

b) Program Students shall participate in the clinical or observation experience hereunder for the sole consideration of obtaining an educational experience. Each party agrees that the Program Students will be in a learning situation and that the primary purpose of the placement is for the Program Students' learning and the benefit of the Program Students. It is further understood that the Program Student shall not at any time replace or substitute for any AHS employee. Nor shall the Program Student perform any of the duties normally performed by an employee of AHS except such duties as are a part of their training and are performed by the Program Student under the direct supervision of an AHS employee. At all times, AHS will maintain full responsibility for AHS's students and academic instruction. Program Students are not entitled to a job at the completion of the educational experience. All services rendered by Program Students under this



Agreement for AHS, employees, and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experience. Further, no Program Student will be covered under AHS's or the College's Worker's Compensation, social security, or unemployment compensation programs while participating in the clinical or observation experience.

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 3.04.

3.05 **Termination.** Upon giving at least sixty (60) days' written notice, either party may terminate the Agreement, at any time, In the event of such termination, AHS 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. AHS shall have no liability for any property left on AHS's property by any party to this Agreement after the termination of this Agreement. Any party contracting with AHS under this Agreement agrees that any of its property placed upon AHS'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 AHS's facilities after that time shall be deemed to be abandoned, title to such property shall pass to AHS, and AHS may use or dispose of such property as AHS deems fit and appropriate.

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

3.07 **Place of Performance.** All obligations of AHS 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.

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 AHS.

3.12 **Captions.** The captions, section designations, section numbers, articlenumbers, 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., 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.

3.13 **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, 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 AHS, 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.** AHS has delegated authority to Pam Holifield, Executive Director of Innovative Technology] 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 first above written.

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



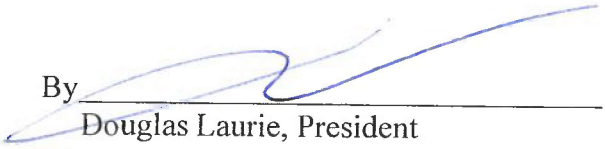
**FOR AHS:**

(Corporate Seal)

AMERICAN LEARNING SYSTEMS,  
INC. d/b/a AMERICAN HERITAGE  
SCHOOL

ATTEST:

By



Douglas Laurie, President

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]





**FOR COLLEGE**

(Corporate Seal)

ATTEST:

The District Board of Trustees for  
Broward College, Florida

By *Donald Astrub*

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

-or-

*Alejandro*

Witness

*Elizabeth Beavin*

Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

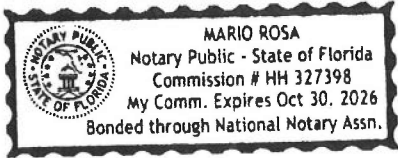
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2024 by Donald Astrub of Broward College, on behalf of the corporation/agency.  
Name of Person  
Name of Corporation or Agency

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

My Commission Expires:



*Mario Rosa*

Signature – Notary Public

Mario Rosa

Printed Name of Notary

HH 327398

Notary's Commission No.

(SEAL)

