



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ No

ITEM No.:

LL-1.

MEETING DATE

Oct 21 2014 10:15AM - Regular School Board Meeting

AGENDA ITEM

OPEN ITEMS

CATEGORY

LL. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT

Innovative Programs

TITLE:

Premium Services Agreements Approval

## REQUESTED ACTION:

Approve the Premium Services Agreements between The School Board of Broward County, Florida (SBBC), and listed charter schools' governing boards.

## SUMMARY EXPLANATION AND BACKGROUND:

As part of the District's Venture Design Initiative, and pursuant to Section 1002.33 (20)(b), Florida Statutes, the Innovative Programs Department Design/Support Department has negotiated the terms of Premium Services Agreements for fee-supported services. The attached agreements delineate the negotiated terms, as well as the structure and components that will comprise the services purchased by the listed governing boards.

Copies of all supporting documents are available at the Innovative Programs Design/Support Department on the 4th floor of the K. C. W. Administration Center and online via the Broward County Public Schools eAgenda at: <https://webappe.browardschools.com/eagenda/>. The agreements have been approved as to form and legal content by the Office of the General Counsel.

## SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

## FINANCIAL IMPACT:

The estimated positive revenue to the District for the 2014-2015 Premium Service Agreements will be based on the actual number of hours of services and/or assessments requested and delivered to the charter schools.

## EXHIBITS: (List)

(1) Executive Summary (2) Agreements

## BOARD ACTION:

**APPROVED**

(For Official School Board Records Office Only)

## SOURCE OF ADDITIONAL INFORMATION:

Name: Leona Miracola, Director, Innovative Progra

Phone: 754-321-2070

Name: Dr. Maria de L. Rodriguez, Assistant Directc

Phone: 754-321-2070

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

### Signature

Leslie M. Brown

Friday, October 10, 2014 1:18:41 PM

Approved In Open  
Board Meeting On:

**OCT 21 2014**

By:

School Board Chair

**October 21, 2014, Regular School Board Meeting**  
**LL-1. Executive Summary**  
**Premium Services Agreements Approval**

The Venture Design Initiative was created to provide fee-supported premium services to charter schools, beyond the services required by Section 1002.33, Florida Statutes. This initiative is in its second year of operation and is strategically aligned under the Portfolio Services Division within the Innovative Programs Design/Support Department. Surveys continue to reveal the need for premium services to be provided to these schools as permitted by Section 1002.33(20)(b), Florida Statutes.

The attached agreements delineate the negotiated terms, as well as the structure and components that comprise the fee-supported premium services. The terms of the agreements are from October 21, 2014 to June 30, 2015.

The amount of revenue generated by the premium services requested will depend on the actual number of service hours and/or assessments requested and delivered to the charter schools throughout the academic year.

This item has been approved as to form and legal content by the Office of the General Counsel.

**Broward Community Charter West, Inc.**

| School                         | Grades | Location Number | Address                                                    | Principal       |
|--------------------------------|--------|-----------------|------------------------------------------------------------|-----------------|
| Broward Community Charter West | K-5    | 5403            | 11421 N.W. 56 <sup>th</sup> Drive, Coral Springs, FL 33076 | Michael Astalos |

**Assistance Unlimited, Inc.**

| School                 | Grades | Location Number | Address                                         | Principal      |
|------------------------|--------|-----------------|-------------------------------------------------|----------------|
| Central Charter School | K-8    | 5041            | 4525 N. State Road 7, Fort Lauderdale, FL 33319 | Jordan Golding |

**Discovery Middle Schools, Inc.**

| School                  | Grades | Location Number | Address                                                    | Principal       |
|-------------------------|--------|-----------------|------------------------------------------------------------|-----------------|
| Discovery Middle School | 6-8    | 5412            | 11421 N.W. 56 <sup>th</sup> Drive, Coral Springs, FL 33076 | Michael Astalos |

**Excelsior Charter of Broward, Inc. d/b/a Everest Charter School, Inc.**

| School                 | Grades | Location Number | Address                                | Principal |
|------------------------|--------|-----------------|----------------------------------------|-----------|
| Everest Charter School | K-8    | 5407            | 10054 W. McNab Road, Tamarac, FL 33321 | Raul Baez |

**Excelsior Charter of Broward, Inc.**

| School                       | Grades | Location Number | Address                                | Principal         |
|------------------------------|--------|-----------------|----------------------------------------|-------------------|
| Excelsior Charter of Broward | K-5    | 5393            | 10046 W. McNab Road, Tamarac, FL 33321 | Cristina Reynolds |

**Greentree Prep Charter School, Inc.**

| School                        | Grades | Location Number | Address                                                      | Principal |
|-------------------------------|--------|-----------------|--------------------------------------------------------------|-----------|
| Greentree Prep Charter School | K - 5  | 5130            | 750 N.W. 180 <sup>th</sup> Terrace, Pembroke Pines, FL 33029 | Rosa Pou  |

**Imagine South Broward, Inc. d/b/a/ Imagine Schools – Plantation Campus**

| School                              | Grades | Location Number | Address                                | Principal    |
|-------------------------------------|--------|-----------------|----------------------------------------|--------------|
| Imagine Schools – Plantation Campus | K-8    | 5044            | 8200 Peters Road, Plantation, FL 33324 | Ethiel Calvo |

**Renaissance Charter Schools, Inc.**

| School                                     | Grades | Location Number | Address                                         | Principal      |
|--------------------------------------------|--------|-----------------|-------------------------------------------------|----------------|
| Renaissance Charter Middle School at Pines | K-8    | 5014            | 10501 Pines Boulevard, Pembroke Pines, FL 33026 | Daniel Verdier |
| Renaissance Charter School at Pines        | K-8    | 5710            | 10501 Pines Boulevard, Pembroke Pines, FL 33026 | Daniel Verdier |

**RISE Education Schools, Inc.**

| School                                        | Grades | Location Number | Address                                              | Principal    |
|-----------------------------------------------|--------|-----------------|------------------------------------------------------|--------------|
| Rise Academy School of Science and Technology | K - 8  | 5420            | 6101 N.W. 31 <sup>st</sup> Street, Margate, FL 33063 | Sharon Smith |

**Silva of South Florida, Inc.**

| School                  | Grades | Location Number | Address                                          | Principal   |
|-------------------------|--------|-----------------|--------------------------------------------------|-------------|
| Pathways Charter School | K - 8  | 5372            | 4850 N. State Road 7, Lauderdale Lakes, FL 33319 | Yudit Silva |

**South Broward Montessori Charter School, Corp.**

| School                                  | Grades | Location Number | Address                                               | Principal     |
|-----------------------------------------|--------|-----------------|-------------------------------------------------------|---------------|
| South Broward Montessori Charter School | K - 5  | 5717            | 520 N.W. 5 <sup>th</sup> Street, Hallandale, FL 33009 | Elaine Padron |

**Advantage Academy of Broward, Inc.**

| School                            | Grades | Location Number | Address                                | Principal |
|-----------------------------------|--------|-----------------|----------------------------------------|-----------|
| West Broward Academy at Excelsior | K - 8  | 5052            | 10038 W. McNab Road, Tamarac, FL 33321 | Raul Baez |

**Total 13 Premium Services Agreements**

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of October, 2014,  
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

### **Broward Community Charter West, Inc.**

Broward Community Charter West – Loc. #5403

A Florida non-profit organization (hereinafter referred to as “ School ”),

And having its principal place of business located at

11421 NW 56<sup>th</sup> Drive

Coral Springs, FL 33075

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 21, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **“Service Period”** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **“Payment Period Due Dates”** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **“PDMS”** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **“BASCC”** refers to the Before and After School Child Care program;

(e) **“Before Care”** refers to childcare provided to students before school hours;

(f) **“After Care”** refers to childcare provided to the students after school hours;

(g) **“BSC”** refers to the SBBC Business Support Center;

(h) **“SBO”** refers to School Board Operated programs;

(i) **“SSSP”** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **“ACH”** refers to Automated Clearing House payment process;

(k) **“Assessments”** refer to those assessments that are District offered, but not State-mandated;

(l) **“Health Services”** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **“BMI”** refers to Body Mass Index, which is a measure of physical development;

(n) **“AED”** refers to Automated External Defibrillator;

(o) **“CPR”** refers to Cardiopulmonary Resuscitation;

(p) **“FTE”** refers to Full Time Equivalent;

(q) **“Speech language impairment”** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child’s educational performance;

(r) **“CAB Conference”** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **“Work Order Form”** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School’s Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School’s FTE distribution;

(t) **“FAPE”** refers to Free and Appropriate Public Education; and

(u) **“IEP”** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

- ☒ Before and After School Child Care (Exhibit A)
- ☒ Exceptional Student Education & Support (Exhibit B)
- ☒ Student Services (Exhibit C)
- ☒ Coordinated Student Health Education Services (Exhibit D)
- ☒ Diversity, Prevention & Intervention (Exhibit E)
- ☒ Student Assessment and Research (Exhibit F)

**☒ Exceptional Student Education & Support – Pooled Premium  
Services Partners (Exhibit G)**

**2.04    Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05    Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01        The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06    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:

The School Board of Broward County, Florida  
Innovative Programs Design/Support Department  
600 Southeast Third Avenue, 4<sup>th</sup> Floor

Fort Lauderdale, Florida 33301

To the School: Broward Community Charter West – Loc. #5403  
11421 NW 56<sup>th</sup> Drive  
Coral Springs, FL 33075

**2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the

School and SBBC staff will confirm the availability of service upon execution of the Work Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees

that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with

that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

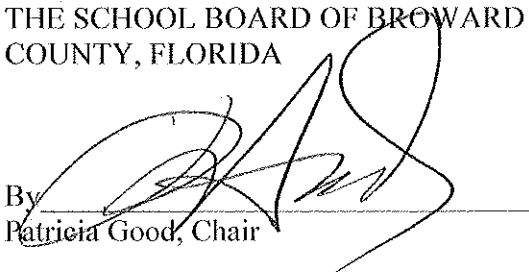
**3.24 Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

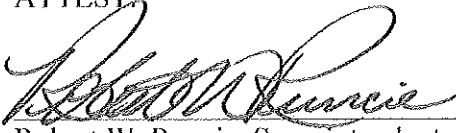
**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Patricia Good, Chair

ATTEST:



Robert W. Runcie, Superintendent of Schools

 10/7/14

Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

Discovery Middle Charter School, Inc.  
Discovery Middle Charter School --  
Loc. #5412

ATTEST:

By \_\_\_\_\_  
Discovery Middle Charter School, Inc., Secretary -or-

By [Signature]  
Discovery Middle Charter School, Inc., Chairman -or-

Witness

Witness

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

STATE OF Florida.

COUNTY OF Broward.

The foregoing instrument was acknowledged before me this 3rd day  
of October, 2014 by Wendy Pummer,  
Name of Person  
of Discovery Middle Charter School, on behalf of the  
Name of Corporation or Agency

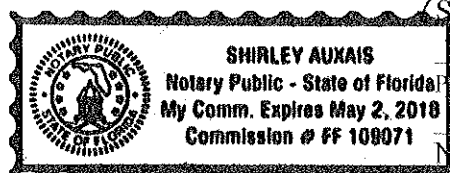
corporation/agency.

He/She is personally known to me or produced PL DL.  
Type of Identification

As identification and did/did not first take an oath.

My Commission Expires:

(SEAL)



Signature - Notary Public

Shirley Auxais  
Printed Name of Notary

PE 109071  
Notary's Commission No.

**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

- 1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;
- 2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;
- 3) Providing the School with access to PDMS, server hosting and PDMS technical support;
- 4) Providing the School with a BASCC lesson plan binder for grades K-3;
- 5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;
- 6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:
  - a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;
  - b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and
  - c. Training for School BASCC Principal and School BASCC Supervisor.
- 7) Provide the School with online payment system through the Business Support Center;
- 8) Process documentation for the School's BASCC program through PDMS;
- 9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

10) Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

- 1) Uphold program recommendations as specified in Section C;
- 2) Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars. (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;
- 3) Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;
- 4) Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and
- 5) Recommend that BASCC staff also take the following training:
  - a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;
  - b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;
  - c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and
  - d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

1) **Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

2) **Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

3) **Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

4) **Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

5) **Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the year registration at least Two (2) weeks prior to the School's pre-planning week at a specified time in the evening over the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online

off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;

2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and

3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and

2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for Student Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B. Student Support Services:**

1) **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

- a. Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;
- b. Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;
- c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor (SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's

educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2) Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3) Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

1) **Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student.

2) **Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping individual

treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

**3) Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

**4) CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

**4) Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

**C. Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## **Exhibit E**

### **DIVERSITY, PREVENTION & INTERVENTION (DPI)**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for DPI.

The SBBC will:

- 1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Diversity, Prevention & Intervention (DPI) Services:**

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

**C. Payments.** Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**Exhibit F**  
**STUDENT ASSESSMENT AND RESEARCH**

**A. Description of Goods and Services:**

The School will:

1) Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;

2) Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;

3) Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and

4) Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

1) Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;

2) Coordinate withholding of FTE funds on a per semester basis;

3) Package and prepare requested assessments for pick up by the School;  
and

4) After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

1) **Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

2) **Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

4) **Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days (45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancellation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## **Exhibit G**

### **POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

- a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.
- b. **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques on topics

such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

**C. Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of October, 2014, 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

**Assistance Unlimited, Inc.**

Central Charter School – Loc. #5041

A Florida non-profit organization (hereinafter referred to as “ School ”),

And having its principal place of business located at

4515 North State Road 7

Lauderdale Lakes, FL 33319

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 7, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **"Service Period"** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **"Payment Period Due Dates"** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **"PDMS"** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **"BASCC"** refers to the Before and After School Child Care program;

(e) **"Before Care"** refers to childcare provided to students before school hours;

(f) **"After Care"** refers to childcare provided to the students after school hours;

(g) **"BSC"** refers to the SBBC Business Support Center;

(h) **"SBO"** refers to School Board Operated programs;

(i) **"SSSP"** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **"ACH"** refers to Automated Clearing House payment process;

(k) **"Assessments"** refer to those assessments that are District offered, but not State-mandated;

(l) **"Health Services"** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **"BMI"** refers to Body Mass Index, which is a measure of physical development;

(n) **"AED"** refers to Automated External Defibrillator;

(o) **"CPR"** refers to Cardiopulmonary Resuscitation;

(p) **"FTE"** refers to Full Time Equivalent;

(q) **"Speech language impairment"** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance;

(r) **"CAB Conference"** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **"Work Order Form"** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School's Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School's FTE distribution;

(t) **"FAPE"** refers to Free and Appropriate Public Education; and

(u) **"IEP"** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

- ☒ Before and After School Child Care (Exhibit A)
- ☒ Exceptional Student Education & Support (Exhibit B)
- ☒ Student Services (Exhibit C)
- ☒ Coordinated Student Health Education Services (Exhibit D)
- ☒ Diversity, Prevention & Intervention (Exhibit E)

- ☒ Student Assessment and Research (Exhibit F)
- ☒ Exceptional Student Education & Support – Pooled Premium Services Partners (Exhibit G)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05 Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01 The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06 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:

The School Board of Broward County, Florida  
Innovative Programs Design/Support Department  
600 Southeast Third Avenue, 4<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To the School:

Central Charter School – Loc. #5041  
4525 North State Road 7  
Fort Lauderdale, FL 33319

## **2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service upon execution of the Work Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been

pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

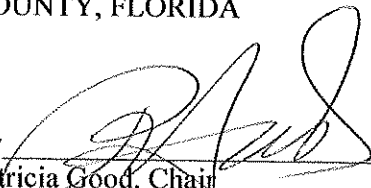
**3.24 Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first above written.

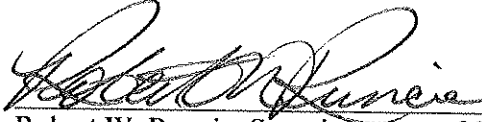
**FOR SBBC**

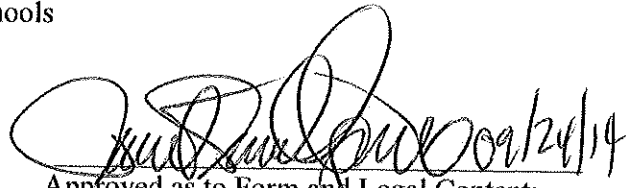
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Patricia Good, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

  
Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

Assistance Unlimited, Inc.  
Central Charter School – Loc. #5041

ATTEST:

By \_\_\_\_\_ -or-  
Assistance Unlimited, Inc., Secretary

By Hugh Jarrett  
Assistance Unlimited, Inc., Chairman

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

STATE OF FL

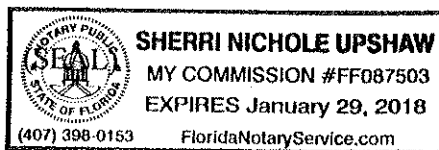
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18 day  
of September, 2014 by Hugh Jarrett  
Name of Person  
of Assistance Unlimited, Inc., on behalf of the  
Name of Corporation or Agency  
corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_  
Type of Identification

As identification and did/did not first take an oath.

My Commission Expires:



Sherri Nichole Upshaw  
Signature – Notary Public  
SHERRI NICHOLE UPSHAW  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

- 1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;
- 2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;
- 3) Providing the School with access to PDMS, server hosting and PDMS technical support;
- 4) Providing the School with a BASCC lesson plan binder for grades K-3;
- 5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;
- 6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:
  - a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;
  - b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and
  - c. Training for School BASCC Principal and School BASCC Supervisor.
- 7) Provide the School with online payment system through the Business Support Center;
- 8) Process documentation for the School's BASCC program through PDMS;
- 9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

10) Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

1) Uphold program recommendations as specified in Section C;

2) Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;

3) Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;

4) Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and

5) Recommend that BASCC staff also take the following training:

a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;

b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;

c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and

d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the

designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

**1) Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

**2) Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

**3) Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

**4) Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

**5) Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the year registration at least Two

(2) weeks prior to the School's pre-planning week at a specified time in the evening over the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;
- 2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

- a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for Student Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B. Student Support Services:**

1) **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

- a. Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;
- b. Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;

c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor

(SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will

terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2) Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3) Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

1) **Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student.

2) **Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping

individual treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

**3) Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

**4) CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

**4) Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

**C. Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## **Exhibit E**

### **DIVERSITY, PREVENTION & INTERVENTION (DPI)**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for DPI.

The SBBC will:

- 1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Diversity, Prevention & Intervention (DPI) Services:**

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

**C. Payments.** Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**Exhibit F**  
**STUDENT ASSESSMENT AND RESEARCH**

**A. Description of Goods and Services:**

The School will:

- 1) Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;
- 2) Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;
- 3) Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and
- 4) Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

- 1) Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;
- 2) Coordinate withholding of FTE funds on a per semester basis;
- 3) Package and prepare requested assessments for pick up by the School; and

4) After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

1) **Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

2) **Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

4) **Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days (45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancelation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## **Exhibit G**

### **POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.

b. **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School

utilizing SBBC best practices of various classroom and school management techniques on topics such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

D. **Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of October, 2014,  
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

### **Discovery Middle Charter School, Inc.**

Discovery Middle Charter School – Loc. #5412

A Florida non-profit organization (hereinafter referred to as “ School ”),

And having its principal place of business located at

11421 NW 56<sup>th</sup> Drive  
Coral Springs, FL 33076

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 21, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **“Service Period”** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **“Payment Period Due Dates”** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **“PDMS”** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **“BASCC”** refers to the Before and After School Child Care program;

(e) **“Before Care”** refers to childcare provided to students before school hours;

(f) **“After Care”** refers to childcare provided to the students after school hours;

(g) **“BSC”** refers to the SBBC Business Support Center;

(h) **“SBO”** refers to School Board Operated programs;

(i) **“SSSP”** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **“ACH”** refers to Automated Clearing House payment process;

(k) **“Assessments”** refer to those assessments that are District offered, but not State-mandated;

(l) **“Health Services”** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **“BMI”** refers to Body Mass Index, which is a measure of physical development;

(n) **“AED”** refers to Automated External Defibrillator;

(o) **“CPR”** refers to Cardiopulmonary Resuscitation;

(p) **“FTE”** refers to Full Time Equivalent;

(q) **“Speech language impairment”** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child’s educational performance;

(r) **“CAB Conference”** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **“Work Order Form”** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School’s Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School’s FTE distribution;

(t) **“FAPE”** refers to Free and Appropriate Public Education; and

(u) **“IEP”** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

- ☒ Before and After School Child Care (Exhibit A)
- ☒ Exceptional Student Education & Support (Exhibit B)
- ☒ Student Services (Exhibit C)
- ☒ Coordinated Student Health Education Services (Exhibit D)
- ☒ Diversity, Prevention & Intervention (Exhibit E)
- ☒ Student Assessment and Research (Exhibit F)

**☒ Exceptional Student Education & Support – Pooled Premium  
Services Partners (Exhibit G)**

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05 Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01 The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06 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: | The School Board of Broward County, Florida<br>Innovative Programs Design/Support Department<br>600 Southeast Third Avenue, 4 <sup>th</sup> Floor<br>Fort Lauderdale, Florida 33301 |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

To the School:

Discovery Middle Charter School – Loc. #5412  
11421 NW 56<sup>th</sup> Drive  
Coral Springs, FL 33076

**2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service upon execution of the Work

Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services

Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

**3.24 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.

FOR SBBC

(Corporate Seal)

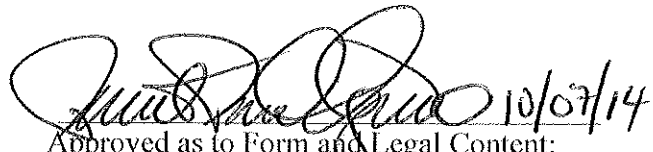
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:



Robert W. Runcie, Superintendent of Schools

By   
Patricia Good, Chair

 10/07/14  
Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

Broward Community Charter School West,  
Inc.  
Broward Community Charter West –  
Loc. #5403

ATTEST:

By \_\_\_\_\_  
Broward Community Charter School West, Inc., Secretary

-or-

By h o  
Broward Community Charter School West, Inc., Chairman

-or-

Barbara Natelli  
Witness

\_\_\_\_\_  
Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 3rd day  
of October, 2014 by Wendy Plummer  
Name of Person

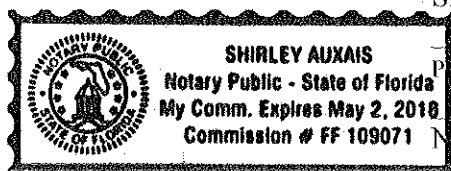
of Broward Community Charter, on behalf of the  
Name of Corporation or Agency  
corporation/agency.

He/She is personally known to me or produced FL DL  
Type of Identification

As identification and did/did not first take an oath.

My Commission Expires:

(SEAL)



Signature – Notary Public

Shirley Auxais  
Printed Name of Notary

FF 109071  
Notary's Commission No.

**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

- 1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;
- 2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;
- 3) Providing the School with access to PDMS, server hosting and PDMS technical support;
- 4) Providing the School with a BASCC lesson plan binder for grades K-3;
- 5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;
- 6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:
  - a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;
  - b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and
  - c. Training for School BASCC Principal and School BASCC Supervisor.
- 7) Provide the School with online payment system through the Business Support Center;
- 8) Process documentation for the School's BASCC program through PDMS;
- 9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

10) Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

- 1) Uphold program recommendations as specified in Section C;
- 2) Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;
- 3) Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;
- 4) Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and
- 5) Recommend that BASCC staff also take the following training:
  - a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;
  - b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;
  - c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and
  - d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

**1) Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

**2) Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

**3) Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

**4) Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

**5) Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the year registration at least Two (2) weeks prior to the School's pre-planning week at a specified time in the evening over the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online

off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;
- 2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

- a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for Student Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B. Student Support Services:**

1) **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

- a. Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;
- b. Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;
- c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor (SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's

educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2) Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3) Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

1) **Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student.

2) **Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping individual

treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

3) **Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

4) **CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

4) **Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

**C. Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## **Exhibit E**

### **DIVERSITY, PREVENTION & INTERVENTION (DPI)**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for DPI.

The SBBC will:

- 1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Diversity, Prevention & Intervention (DPI) Services:**

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

**C. Payments.** Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**Exhibit F**  
**STUDENT ASSESSMENT AND RESEARCH**

**A.     Description of Goods and Services:**

The School will:

- 1)       Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;
- 2)       Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;
- 3)       Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and
- 4)       Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

- 1)       Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;
  - 2)       Coordinate withholding of FTE funds on a per semester basis;
  - 3)       Package and prepare requested assessments for pick up by the School;
- and
- 4)       After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

1) **Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

2) **Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

4) **Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days (45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancellation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## **Exhibit G**

### **POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

- a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.
- b. **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques on topics

such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

**C. Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of October, 2014, 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

**Excelsior Charter of Broward, Inc. d/b/a/ Everest Charter School, Inc.**

Everest Charter – Loc. #5407

A Florida non-profit organization (hereinafter referred to as “ School ”),

And having its principal place of business located at

10038 W. McNab Road

Tamarac, FL 33321

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 21, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **“Service Period”** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **“Payment Period Due Dates”** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **“PDMS”** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **“BASCC”** refers to the Before and After School Child Care program;

(e) **“Before Care”** refers to childcare provided to students before school hours;

(f) **“After Care”** refers to childcare provided to the students after school hours;

(g) **“BSC”** refers to the SBBC Business Support Center;

(h) **“SBO”** refers to School Board Operated programs;

(i) **“SSSP”** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **“ACH”** refers to Automated Clearing House payment process;

(k) **“Assessments”** refer to those assessments that are District offered, but not State-mandated;

(l) **“Health Services”** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **“BMI”** refers to Body Mass Index, which is a measure of physical development;

(n) **“AED”** refers to Automated External Defibrillator;

(o) **“CPR”** refers to Cardiopulmonary Resuscitation;

(p) **“FTE”** refers to Full Time Equivalent;

(q) **“Speech language impairment”** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child’s educational performance;

(r) **“CAB Conference”** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **“Work Order Form”** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School’s Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School’s FTE distribution;

(t) **“FAPE”** refers to Free and Appropriate Public Education; and

(u) **“IEP”** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

- ☒ Before and After School Child Care (Exhibit A)
- ☒ Exceptional Student Education & Support (Exhibit B)
- ☒ Student Services (Exhibit C)
- ☒ Coordinated Student Health Education Services (Exhibit D)
- ☒ Diversity, Prevention & Intervention (Exhibit E)

- ☒ Student Assessment and Research (Exhibit F)
- ☒ Exceptional Student Education & Support – Pooled Premium Services Partners (Exhibit G)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05 Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01 The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06 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: The School Board of Broward County, Florida  
Innovative Programs Design/Support Department  
600 Southeast Third Avenue, 4<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To the School: Everest Charter – Loc. #5407  
10038 W. McNab Road  
Tamarac, FL 33321

## **2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service upon execution of the Work Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been

pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

**3.24 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.

**FOR SBBC**

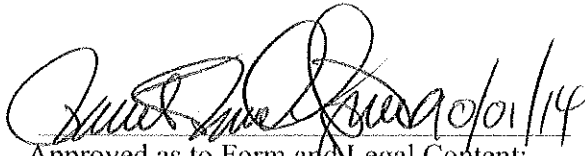
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Patricia Good, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

  
Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

Excelsior Charter of Broward, Inc. d/b/a Everest Charter School, Inc. (Everest Charter School – Loc. #5407)

ATTEST:

By

Excelsior Charter of Broward, Inc. d/b/a Everest Charter School, Inc., Chairman

-or-

By

*Wanda Hernandez*  
Excelsior Charter of Broward, Inc. d/b/a Everest Charter School, Inc., Secretary

-or-

Witness

Witness

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

STATE OF

*Florida*

COUNTY OF

*Broward*

The foregoing instrument was acknowledged before me this 29 day  
of SEPTEMBER, 2014 by \_\_\_\_\_  
Name of Person

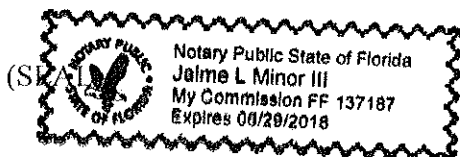
of \_\_\_\_\_, on behalf of the  
Name of Corporation or Agency

corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_  
Type of Identification

As identification and did/did not first take an oath.

My Commission Expires:



Signature – Notary Public

Printed Name of Notary

Notary's Commission No.

*Jaime L. Minor*  
FF 137187

**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

- 1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;
- 2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;
- 3) Providing the School with access to PDMS, server hosting and PDMS technical support;
- 4) Providing the School with a BASCC lesson plan binder for grades K-3;
- 5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;
- 6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:
  - a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;
  - b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and
  - c. Training for School BASCC Principal and School BASCC Supervisor.
- 7) Provide the School with online payment system through the Business Support Center;
- 8) Process documentation for the School's BASCC program through PDMS;
- 9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

10) Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

1) Uphold program recommendations as specified in Section C;

2) Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;

3) Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;

4) Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and

5) Recommend that BASCC staff also take the following training:

a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;

b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;

c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and

d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the

designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

**1) Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

**2) Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

**3) Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

**4) Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

**5) Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the-year registration at least Two

(2) weeks prior to the School's pre-planning week at a specified time in the evening over the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;
- 2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for Student Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B. Student Support Services:**

1) **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

- a. Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;
- b. Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;

c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor

(SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will

terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2) Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3) Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

1) **Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student.

2) **Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping

individual treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

3) **Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

4) **CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

4) **Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

**C. Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## **Exhibit E**

### **DIVERSITY, PREVENTION & INTERVENTION (DPI)**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for DPI.

The SBBC will:

- 1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Diversity, Prevention & Intervention (DPI) Services:**

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

**C. Payments.** Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**Exhibit F**  
**STUDENT ASSESSMENT AND RESEARCH**

**A. Description of Goods and Services:**

The School will:

- 1) Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;
- 2) Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;
- 3) Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and
- 4) Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

- 1) Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;
- 2) Coordinate withholding of FTE funds on a per semester basis;
- 3) Package and prepare requested assessments for pick up by the School; and

4) After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

1) **Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

2) **Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

4) **Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days (45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancelation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## **Exhibit G**

### **POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

- a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.
- b. **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School

utilizing SBBC best practices of various classroom and school management techniques on topics such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

**C. Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of October, 2014, 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

**Excelsior Charter of Broward, Inc.**

Excelsior Charter of Broward-- Loc. #5393

A Florida non-profit organization (hereinafter referred to as “ School ”),

And having its principal place of business located at

10066 W. McNab Road

Tamarac, FL 33321

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 21, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **"Service Period"** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **"Payment Period Due Dates"** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **"PDMS"** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **"BASCC"** refers to the Before and After School Child Care program;

(e) **"Before Care"** refers to childcare provided to students before school hours;

(f) **"After Care"** refers to childcare provided to the students after school hours;

(g) **"BSC"** refers to the SBBC Business Support Center;

(h) **"SBO"** refers to School Board Operated programs;

(i) **"SSSP"** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **"ACH"** refers to Automated Clearing House payment process;

(k) **"Assessments"** refer to those assessments that are District offered, but not State-mandated;

(l) **"Health Services"** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **"BMI"** refers to Body Mass Index, which is a measure of physical development;

(n) **"AED"** refers to Automated External Defibrillator;

(o) **"CPR"** refers to Cardiopulmonary Resuscitation;

(p) **"FTE"** refers to Full Time Equivalent;

(q) **"Speech language impairment"** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance;

(r) **"CAB Conference"** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **"Work Order Form"** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School's Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School's FTE distribution;

(t) **"FAPE"** refers to Free and Appropriate Public Education; and

(u) **"IEP"** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

- ☒ Before and After School Child Care (Exhibit A)
- ☒ Exceptional Student Education & Support (Exhibit B)
- ☒ Student Services (Exhibit C)
- ☒ Coordinated Student Health Education Services (Exhibit D)
- ☒ Diversity, Prevention & Intervention (Exhibit E)

- ☒ Student Assessment and Research (Exhibit F)
- ☒ Exceptional Student Education & Support – Pooled Premium Services Partners (Exhibit G)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05 Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01 The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06 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:

The School Board of Broward County, Florida  
Innovative Programs Design/Support Department  
600 Southeast Third Avenue, 4<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To the School:

Excelsior Charter at Broward – Loc. #5393  
10046 W. McNab Road  
Tamarac, FL 33321

## **2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service upon execution of the Work Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been

pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, -representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

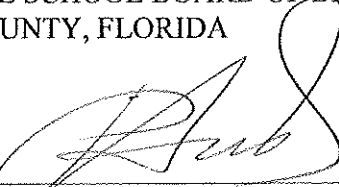
**3.24 Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

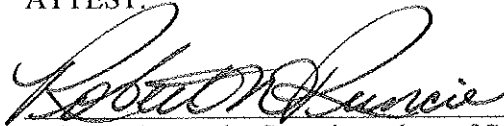
FOR SBBC

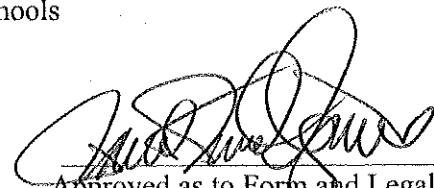
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Patricia Good, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

 10/01/14  
Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

Excelsior Charter of Broward, Inc.  
Excelsior Charter School of Broward – Loc.  
#5393

ATTEST:

By \_\_\_\_\_  
Excelsior Charter of Broward, Inc., Chairman

-or-

By Wanda Uyemoto  
Excelsior Charter of Broward, Inc., Secretary

-or-

Witness

Witness

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

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26 day  
of SEPT, 2017 by \_\_\_\_\_  
Name of Person

of \_\_\_\_\_, on behalf of the  
Name of Corporation or Agency

corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_  
Type of Identification

As identification and did/did not first take an oath.

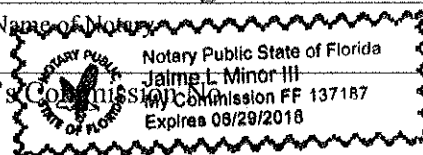
My Commission Expires:

(SEAL)

Signature \_\_\_\_\_  
Notary Public

Printed Name of Notary

Notary's Commission



**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

- 1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;
- 2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;
- 3) Providing the School with access to PDMS, server hosting and PDMS technical support;
- 4) Providing the School with a BASCC lesson plan binder for grades K-3;
- 5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;
- 6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:
  - a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;
  - b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and
  - c. Training for School BASCC Principal and School BASCC Supervisor.
- 7) Provide the School with online payment system through the Business Support Center;
- 8) Process documentation for the School's BASCC program through PDMS;
- 9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

10) Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

1) Uphold program recommendations as specified in Section C;

2) Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;

3) Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;

4) Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and

5) Recommend that BASCC staff also take the following training:

a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;

b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;

c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and

d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the

designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

**1) Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

**2) Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

**3) Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

**4) Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

**5) Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the year registration at least Two

(2) weeks prior to the School's pre-planning week at a specified time in the evening over the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;

2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and

3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and

2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A.     Description of Goods and Services:**

The School will:

- 1)     Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2)     Authorize a Work Order Form for Student Services; and
- 3)     Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1)     Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2)     Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B.     Student Support Services:**

1)     **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

- a.     Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;
- b.     Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;

c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor

(SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will

terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2) Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3) Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

1) **Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student.

2) **Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping

individual treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

3) **Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

4) **CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

4) **Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

**C. Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## **Exhibit E**

### **DIVERSITY, PREVENTION & INTERVENTION (DPI)**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for DPI.

The SBBC will:

- 1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Diversity, Prevention & Intervention (DPI) Services:**

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

**C. Payments.** Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**Exhibit F**  
**STUDENT ASSESSMENT AND RESEARCH**

**A. Description of Goods and Services:**

The School will:

1) Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;

2) Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;

3) Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and

4) Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

1) Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;

2) Coordinate withholding of FTE funds on a per semester basis;

3) Package and prepare requested assessments for pick up by the School; and

4) After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

1) **Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

2) **Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

4) **Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days (45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancelation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## **Exhibit G**

### **POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit-a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

- a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.
- b. **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School

utilizing SBBC best practices of various classroom and school management techniques on topics such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

D. **Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of October, 2014, 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

**Greentree Prep Charter School, Inc.**  
Greentree Prep Charter School – Loc. #5130

A Florida non-profit organization (hereinafter referred to as “ School ”),  
And having its principal place of business located at

750 NW 180<sup>th</sup> Terrace  
Pembroke Pines, FL 33029

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 21, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **“Service Period”** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **“Payment Period Due Dates”** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **“PDMS”** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **“BASCC”** refers to the Before and After School Child Care program;

(e) **“Before Care”** refers to childcare provided to students before school hours;

(f) **“After Care”** refers to childcare provided to the students after school hours;

(g) **“BSC”** refers to the SBBC Business Support Center;

(h) **“SBO”** refers to School Board Operated programs;

(i) **“SSSP”** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **“ACH”** refers to Automated Clearing House payment process;

(k) **“Assessments”** refer to those assessments that are District offered, but not State-mandated;

(l) **“Health Services”** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **“BMI”** refers to Body Mass Index, which is a measure of physical development;

(n) **“AED”** refers to Automated External Defibrillator;

(o) **“CPR”** refers to Cardiopulmonary Resuscitation;

(p) **“FTE”** refers to Full Time Equivalent;

(q) **“Speech language impairment”** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child’s educational performance;

(r) **“CAB Conference”** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **“Work Order Form”** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School’s Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School’s FTE distribution;

(t) **“FAPE”** refers to Free and Appropriate Public Education; and

(u) **“IEP”** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

☒ Before and After School Child Care (Exhibit A)

☒ Exceptional Student Education & Support (Exhibit B)

☒ Student Services (Exhibit C)

☒ Coordinated Student Health Education Services (Exhibit D)

☒ Diversity, Prevention & Intervention (Exhibit E)

- ☒ Student Assessment and Research (Exhibit F)
- ☒ Exceptional Student Education & Support – Pooled Premium Services Partners (Exhibit G)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05 Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01 The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06 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: The School Board of Broward County, Florida  
Innovative Programs Design/Support Department  
600 Southeast Third Avenue, 4<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To the School: Greentree Prep Charter School – Loc. #5130  
750 NW 180<sup>th</sup> Terrace  
Pembroke Pines, Florida 33029

## **2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service upon execution of the Work Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been

pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

**3.24 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.

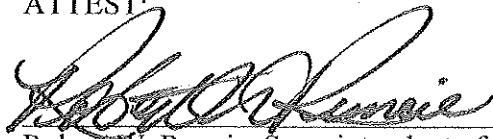
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

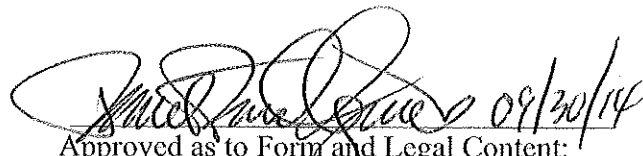
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:



Robert W. Runcie, Superintendent of Schools

By

  
Patricia Good, Chair  
Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

Greentree Prep Charter School, Inc.  
Greentree Prep Charter School – Loc. #5434

#5130

ATTEST:

By \_\_\_\_\_  
Greentree Prep Charter School, Inc., Secretary

-or- By DAMARIS PERDIGON  
Greentree Prep Charter School, Inc., Chairman

-or-

[Signature]  
Witness  
[Signature]  
Witness

x Damaris Perdigon

**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 \_\_\_\_\_ day  
of September 22, 2014 by DAMARIS PERDIGON  
Name of Person

of GREENTREE PREP 5130, on behalf of the  
Name of Corporation or Agency

corporation/agency.

He/She is personally known to me or produced DL # P632-160-65-552-0  
Type of Identification

As identification and did/did not first take an oath.

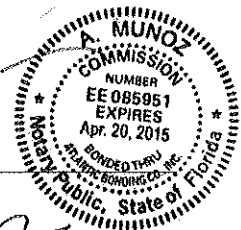
My Commission Expires: 4/20/15

(SEAL)

[Signature]  
Signature – Notary Public

Ana Munoz  
Printed Name of Notary

EE 085951  
Notary's Commission No.



**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

- 1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;
- 2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;
- 3) Providing the School with access to PDMS, server hosting and PDMS technical support;
- 4) Providing the School with a BASCC lesson plan binder for grades K-3;
- 5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;
- 6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:
  - a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;
  - b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and
  - c. Training for School BASCC Principal and School BASCC Supervisor.
- 7) Provide the School with online payment system through the Business Support Center;
- 8) Process documentation for the School's BASCC program through PDMS;
- 9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

10) Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

1) Uphold program recommendations as specified in Section C;

2) Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;

3) Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;

4) Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and

5) Recommend that BASCC staff also take the following training:

a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;

b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;

c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and

d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the

designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

**1) Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

**2) Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

**3) Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

**4) Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

**5) Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the year registration at least Two

(2) weeks prior to the School's pre-planning week at a specified time in the evening over the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;
- 2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for Student Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B. Student Support Services:**

1) **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

- a. Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;
- b. Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;

c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor

(SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will

terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

---

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2) Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3) Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

1) **Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student.

2) **Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping

individual treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

3) **Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

4) **CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

4) **Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

**C. Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## **Exhibit E**

### **DIVERSITY, PREVENTION & INTERVENTION (DPI)**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for DPI.

The SBBC will:

- 1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Diversity, Prevention & Intervention (DPI) Services:**

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

**C. Payments.** Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**Exhibit F**  
**STUDENT ASSESSMENT AND RESEARCH**

**A. Description of Goods and Services:**

The School will:

1) Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;

2) Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;

3) Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and

4) Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

1) Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;

2) Coordinate withholding of FTE funds on a per semester basis;

3) Package and prepare requested assessments for pick up by the School; and

4) After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

1) **Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

2) **Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

4) **Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days (45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancelation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

---

## Exhibit G

### POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT

#### A. Description of Goods and Services:

The School will:

- 1) Submit a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.

b. **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School

utilizing SBBC best practices of various classroom and school management techniques on topics such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

D. **Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>ST</sup> day of October, 2014, 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

### **Imagine – South Broward, Inc. d/b/a Imagine Schools – Plantation Campus**

(Imagine Schools – Plantation Campus – 5044)

A Florida non-profit organization (hereinafter referred to as “ School ”),

And having its principal place of business located at

13790 Northwest 4<sup>th</sup> Street, #108

Sunrise, Florida 33325

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 21, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **“Service Period”** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **“Payment Period Due Dates”** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **“PDMS”** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **“BASCC”** refers to the Before and After School Child Care program;

(e) **“Before Care”** refers to childcare provided to students before school hours;

(f) **“After Care”** refers to childcare provided to the students after school hours;

(g) **“BSC”** refers to the SBBC Business Support Center;

(h) **“SBO”** refers to School Board Operated programs;

(i) **“SSSP”** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **“ACH”** refers to Automated Clearing House payment process;

(k) **“Assessments”** refer to those assessments that are District offered, but not State-mandated;

(l) **“Health Services”** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **“BMI”** refers to Body Mass Index, which is a measure of physical development;

(n) **“AED”** refers to Automated External Defibrillator;

(o) **“CPR”** refers to Cardiopulmonary Resuscitation;

(p) **“FTE”** refers to Full Time Equivalent;

(q) **“Speech language impairment”** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child’s educational performance;

(r) **“CAB Conference”** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **“Work Order Form”** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School’s Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School’s FTE distribution;

(t) **“FAPE”** refers to Free and Appropriate Public Education; and

(u) **“IEP”** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

- ☒ Before and After School Child Care (Exhibit A)
- ☒ Exceptional Student Education & Support (Exhibit B)
- ☒ Student Services (Exhibit C)
- ☒ Coordinated Student Health Education Services (Exhibit D)
- ☒ Diversity, Prevention & Intervention (Exhibit E)

- ☒ Student Assessment and Research (Exhibit F)
- ☒ Exceptional Student Education & Support – Pooled Premium Services Partners (Exhibit G)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05 Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01 The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06 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:

The School Board of Broward County, Florida  
Innovative Programs Design/Support Department  
600 Southeast Third Avenue, 4<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To the School:

Imagine Schools – Plantation Campus – Loc.#5044  
8200 Peters Road  
Plantation, Florida 33068

## **2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such

service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service upon execution of the Work Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium

Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC

in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

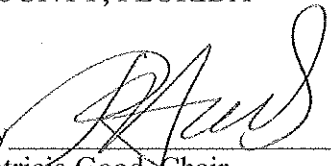
**3.24 Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

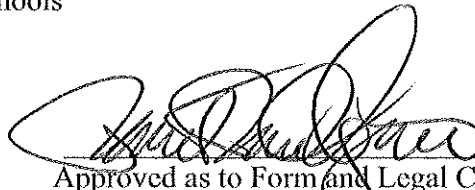
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Patricia Good, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

 01/24/14  
Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

Imagine – South Broward, Inc. d/b/a  
Imagine Schools – Plantation Campus  
(Imagine Schools – Plantation Campus- 5044)

ATTEST:

By \_\_\_\_\_ -or-  
Imagine – South Broward, Inc. d/b/a  
Imagine Schools – Plantation Campus, Secretary

By [Signature]  
Imagine - South Broward, Inc. d/b/a  
Imagine Schools – Plantation Campus, Chairman

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day  
of September, 2014 by Steven A. Pallas  
Name of Person

of Imagine South Broward, Inc, on behalf of the  
Name of Corporation or Agency

corporation/agency.

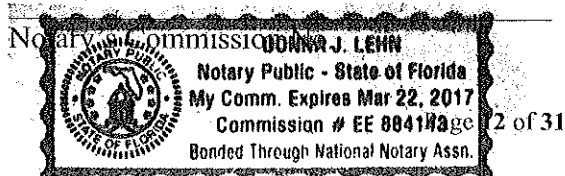
☒ He/She is personally known to me or produced personally known  
Type of Identification  
as identification and did/did not first take an oath.

My Commission Expires:

[Signature]  
Signature – Notary Public  
Donna J. Lehn  
Printed Name of Notary

(SEAL)

Imagine Schools – Plantation Campus- #5044



**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;

2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;

3) Providing the School with access to PDMS, server hosting and PDMS technical support;

4) Providing the School with a BASCC lesson plan binder for grades K-3;

5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;

6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:

a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;

b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and

c. Training for School BASCC Principal and School BASCC Supervisor.

7) Provide the School with online payment system through the Business Support Center;

8) Process documentation for the School's BASCC program through PDMS;

9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

10) Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

1) Uphold program recommendations as specified in Section C;

2) Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;

3) Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;

4) Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and

5) Recommend that BASCC staff also take the following training:

a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;

b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;

c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and

d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

**1) Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

**2) Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

**3) Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

**4) Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

**5) Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the year registration at least Two (2) weeks prior to the School's pre-planning week at a specified time in the evening over the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the

form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;
- 2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for Student Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B. Student Support Services:**

1) **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

- a. Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;
- b. Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;

c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor

(SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;

ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;

iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;

iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and

v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will

terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2) Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3) Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

1) **Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student.

2) **Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping individual treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

3) **Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

4) **CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

5) **Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

**C. Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## **Exhibit E**

### **DIVERSITY, PREVENTION & INTERVENTION (DPI)**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for DPI.

The SBBC will:

- 1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Diversity, Prevention & Intervention (DPI) Services:**

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

**C. Payments.** Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**Exhibit F**  
**STUDENT ASSESSMENT AND RESEARCH**

**A. Description of Goods and Services:**

The School will:

- 1) Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;
- 2) Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;
- 3) Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and
- 4) Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

- 1) Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;
- 2) Coordinate withholding of FTE funds on a per semester basis;
- 3) Package and prepare requested assessments for pick up by the School; and
- 4) After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

**1) Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

**2) Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

**3) Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

**4) Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days

(45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancellation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## **Exhibit G**

### **POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.

b. **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School

utilizing SBBC best practices of various classroom and school management techniques on topics such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

D. **Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of October, 2014, 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

**Renaissance Charter School, Inc.**

(Renaissance Charter Middle School at Pines - Loc. #5014)

A Florida non-profit organization (hereinafter referred to as “ School ”),

And having its principal place of business located at

6245 North Federal Hwy, 5<sup>th</sup> floor,

Fort Lauderdale, Florida 33308

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 21, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **“Service Period”** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **“Payment Period Due Dates”** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **“PDMS”** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **“BASCC”** refers to the Before and After School Child Care program;

(e) **“Before Care”** refers to childcare provided to students before school hours;

(f) **“After Care”** refers to childcare provided to the students after school hours;

(g) **“BSC”** refers to the SBBC Business Support Center;

(h) **“SBO”** refers to School Board Operated programs;

(i) **“SSSP”** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **“ACH”** refers to Automated Clearing House payment process;

(k) **“Assessments”** refer to those assessments that are District offered, but not State-mandated;

(l) **“Health Services”** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **“BMI”** refers to Body Mass Index, which is a measure of physical development;

(n) **“AED”** refers to Automated External Defibrillator;

(o) **“CPR”** refers to Cardiopulmonary Resuscitation;

(p) **“FTE”** refers to Full Time Equivalent;

(q) **“Speech language impairment”** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child’s educational performance;

(r) **“CAB Conference”** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **“Work Order Form”** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School’s Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School’s FTE distribution;

(t) **“FAPE”** refers to Free and Appropriate Public Education; and

(u) **“IEP”** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

- ☒ Before and After School Child Care (Exhibit A)
- ☒ Exceptional Student Education & Support (Exhibit B)
- ☒ Student Services (Exhibit C)
- ☒ Coordinated Student Health Education Services (Exhibit D)
- ☒ Diversity, Prevention & Intervention (Exhibit E)

- ☒ Student Assessment and Research (Exhibit F)
- ☒ Exceptional Student Education & Support – Pooled Premium Services Partners (Exhibit G)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05 Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01 The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06 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: The School Board of Broward County, Florida  
Innovative Programs Design/Support Department  
600 Southeast Third Avenue, 4<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To the School: Renaissance Charter Middle School at Pines – Loc. #5014  
10502 Pines Blvd.  
Pembroke Pines, Florida 33026

## **2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such

service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service upon execution of the Work Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium

Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC

in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

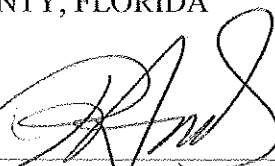
**3.24 Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

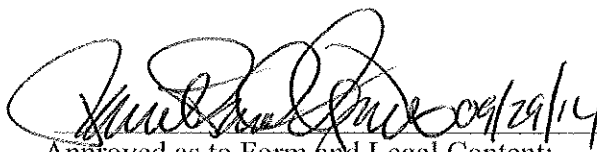
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Patricia Good, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

  
Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

Renaissance Charter School, Inc.  
Renaissance Charter Middle School at Pines –  
Loc. #5014

ATTEST:

By \_\_\_\_\_  
Renaissance Charter School, Inc., Secretary

-or- By Ken Haiko  
Renaissance Charter School, Inc., Chairman

-or-

Witness [Signature]

Witness [Signature]

**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 25<sup>th</sup> day  
of September, 2014 by Ken Haiko  
Name of Person

of Renaissance Charter School, Inc., on behalf of the  
Name of Corporation or Agency

corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_  
Type of Identification

as identification and did/did not first take an oath.

My Commission Expires: April 8<sup>th</sup> 2018

(SEAL)



Matthew Ingram  
Signature – Notary Public  
Matthew Ingram  
Printed Name of Notary  
FF 111150  
Notary's Commission No.

**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

- 1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;
- 2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;
- 3) Providing the School with access to PDMS, server hosting and PDMS technical support;
- 4) Providing the School with a BASCC lesson plan binder for grades K-3;
- 5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;
- 6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:
  - a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;
  - b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and
  - c. Training for School BASCC Principal and School BASCC Supervisor.
- 7) Provide the School with online payment system through the Business Support Center;
- 8) Process documentation for the School's BASCC program through PDMS;
- 9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

10) Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

1) Uphold program recommendations as specified in Section C;

2) Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;

3) Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;

4) Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and

5) Recommend that BASCC staff also take the following training:

a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;

b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;

c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and

d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the

designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

**1) Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

**2) Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

**3) Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

**4) Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

**5) Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the year registration at least Two (2) weeks prior to the School's pre-planning week at a specified time in the evening over

the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;
- 2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

- a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;
- b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers

regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for Student Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B. Student Support Services:**

1) **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

- a. Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;
- b. Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;

c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor

(SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will

terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2) Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3) Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

1) **Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student.

2) **Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping

individual treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

**3) Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

**4) CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

**4) Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

**C. Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## **Exhibit E**

### **DIVERSITY, PREVENTION & INTERVENTION (DPI)**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for DPI.

The SBBC will:

- 1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Diversity, Prevention & Intervention (DPI) Services:**

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

C. **Payments.** Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## **Exhibit F**

### **STUDENT ASSESSMENT AND RESEARCH**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;
- 2) Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;
- 3) Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and
- 4) Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

- 1) Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;
- 2) Coordinate withholding of FTE funds on a per semester basis;
- 3) Package and prepare requested assessments for pick up by the School; and

4) After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

1) **Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

2) **Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

4) **Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days (45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancelation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit G

### POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT

#### A. Description of Goods and Services:

The School will:

- 1) Submit a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.

b. **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School

utilizing SBBC best practices of various classroom and school management techniques on topics such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

**C. Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of October, 2014, 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

**Renaissance Charter School, Inc.**

(Renaissance Charter School at Pines - Loc. #5710)

A Florida non-profit organization (hereinafter referred to as “School ”),

And having its principal place of business located at

6245 North Federal Hwy, 5<sup>th</sup> floor,

Fort Lauderdale, Florida 33308

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 21, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **“Service Period”** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **“Payment Period Due Dates”** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **“PDMS”** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **“BASCC”** refers to the Before and After School Child Care program;

(e) **“Before Care”** refers to childcare provided to students before school hours;

(f) **“After Care”** refers to childcare provided to the students after school hours;

(g) **“BSC”** refers to the SBBC Business Support Center;

(h) **“SBO”** refers to School Board Operated programs;

(i) **“SSSP”** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **“ACH”** refers to Automated Clearing House payment process;

(k) **“Assessments”** refer to those assessments that are District offered, but not State-mandated;

(l) **“Health Services”** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **“BMI”** refers to Body Mass Index, which is a measure of physical development;

(n) **“AED”** refers to Automated External Defibrillator;

(o) **“CPR”** refers to Cardiopulmonary Resuscitation;

(p) **“FTE”** refers to Full Time Equivalent;

(q) **“Speech language impairment”** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child’s educational performance;

(r) **“CAB Conference”** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **“Work Order Form”** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School’s Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School’s FTE distribution;

(t) **“FAPE”** refers to Free and Appropriate Public Education; and

(u) **“IEP”** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

- ☒ Before and After School Child Care (Exhibit A)
- ☒ Exceptional Student Education & Support (Exhibit B)
- ☒ Student Services (Exhibit C)
- ☒ Coordinated Student Health Education Services (Exhibit D)
- ☒ Diversity, Prevention & Intervention (Exhibit E)

- ☑ Student Assessment and Research (Exhibit F)
- ☑ Exceptional Student Education & Support – Pooled Premium Services Partners (Exhibit G)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05 Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01 The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06 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: The School Board of Broward County, Florida  
Innovative Programs Design/Support Department  
600 Southeast Third Avenue, 4<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To the School: Renaissance Charter School at Pines – Loc. #5710  
10501 Pines Blvd.  
Pembroke Pines, Florida 33026

## **2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such

service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service upon execution of the Work Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium

Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC

in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

**3.24 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.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By

Patricia Good, Chair

ATTEST:



Robert W. Runcie, Superintendent of Schools

 09/29/14

Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

Renaissance Charter School, Inc.  
Renaissance Charter School at Pines – Loc.  
#5710

ATTEST:

By \_\_\_\_\_  
Renaissance Charter School, Inc., Secretary

-or- By Ken Haiko  
Renaissance Charter School, Inc., Chairman

-or-

[Signature]  
Witness

[Signature]  
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 25<sup>th</sup> day  
of September, 2014 by Ken Haiko  
Name of Person

of Renaissance Charter School, Inc., on behalf of the  
Name of Corporation or Agency

corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_  
Type of Identification

as identification and did/did not first take an oath.

My Commission Expires: April 8<sup>th</sup> 2014

(SEAL)



Matthew Ingram  
Signature - Notary Public  
Matthew Ingram  
Printed Name of Notary  
FF 111150  
Notary's Commission No.

**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;

2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;

3) Providing the School with access to PDMS, server hosting and PDMS technical support;

4) Providing the School with a BASCC lesson plan binder for grades K-3;

5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;

6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:

a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;

b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and

c. Training for School BASCC Principal and School BASCC Supervisor.

7) Provide the School with online payment system through the Business Support Center;

8) Process documentation for the School's BASCC program through PDMS;

9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

10) Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

1) Uphold program recommendations as specified in Section C;

2) Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;

3) Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;

4) Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and

5) Recommend that BASCC staff also take the following training:

a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;

b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;

c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and

d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the

designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

**1) Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

**2) Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

**3) Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

**4) Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

**5) Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the year registration at least Two (2) weeks prior to the School's pre-planning week at a specified time in the evening over

the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;

2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and

3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and

2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers

regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for Student Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B. Student Support Services:**

1) **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

- a. Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;
- b. Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;

c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor

(SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will

terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2) Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3) Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

1) **Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student.

2) **Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping

individual treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

**3) Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

**4) CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

**4) Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

**C. Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## **Exhibit E**

### **DIVERSITY, PREVENTION & INTERVENTION (DPI)**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for DPI.

The SBBC will:

- 1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Diversity, Prevention & Intervention (DPI) Services:**

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

**C. Payments.** Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## **Exhibit F**

### **STUDENT ASSESSMENT AND RESEARCH**

#### **A. Description of Goods and Services:**

The School will:

1) Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;

2) Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;

3) Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and

4) Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

1) Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;

2) Coordinate withholding of FTE funds on a per semester basis;

3) Package and prepare requested assessments for pick up by the School; and

4) After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

1) **Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

2) **Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

4) **Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days (45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancelation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## **Exhibit G**

### **POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT**

#### **A.     Description of Goods and Services:**

The School will:

- 1)     Submit a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2)     Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3)     Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1)     Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2)     Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B.     School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

a.     **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.

b.     **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School

utilizing SBBC best practices of various classroom and school management techniques on topics such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

D. **Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of October, 2014, 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

### **RISE Education Schools, Inc.**

RISE Academy School of Science and Technology – Loc. #5420

A Florida non-profit organization (hereinafter referred to as “ School ”),

And having its principal place of business located at

6742 Forest Hill Blvd. Suite 203

West Palm Beach, FL, 33413

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 21, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **“Service Period”** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **“Payment Period Due Dates”** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **“PDMS”** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **“BASCC”** refers to the Before and After School Child Care program;

(e) **“Before Care”** refers to childcare provided to students before school hours;

(f) **“After Care”** refers to childcare provided to the students after school hours;

(g) **“BSC”** refers to the SBBC Business Support Center;

(h) **“SBO”** refers to School Board Operated programs;

(i) **“SSSP”** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **“ACH”** refers to Automated Clearing House payment process;

(k) **“Assessments”** refer to those assessments that are District offered, but not State-mandated;

(l) **“Health Services”** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **“BMI”** refers to Body Mass Index, which is a measure of physical development;

(n) **“AED”** refers to Automated External Defibrillator;

(o) **“CPR”** refers to Cardiopulmonary Resuscitation;

(p) **“FTE”** refers to Full Time Equivalent;

(q) **“Speech language impairment”** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child’s educational performance;

(r) **“CAB Conference”** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **“Work Order Form”** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School’s Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School’s FTE distribution;

(t) **“FAPE”** refers to Free and Appropriate Public Education; and

(u) **“IEP”** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

- ☒ Before and After School Child Care (Exhibit A)
- ☒ Exceptional Student Education & Support (Exhibit B)
- ☒ Student Services (Exhibit C)
- ☒ Coordinated Student Health Education Services (Exhibit D)
- ☒ Diversity, Prevention & Intervention (Exhibit E)

- ☒ Student Assessment and Research (Exhibit F)
- ☒ Exceptional Student Education & Support – Pooled Premium Services Partners (Exhibit G)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05 Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01 The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06 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: The School Board of Broward County, Florida  
Innovative Programs Design/Support Department  
600 Southeast Third Avenue, 4<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To the School: RISE Academy School of Science and Technology – Loc.  
#5420  
6101 NW 31<sup>st</sup> Street  
Margate, FL 33063

## **2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service upon execution of the Work Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been

pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

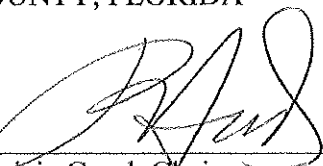
**3.24 Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

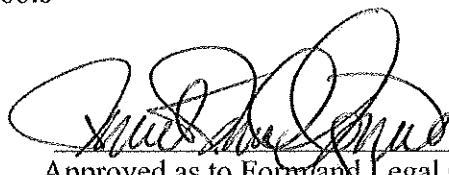
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Patricia Good, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

 10/07/14  
Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

RISE Education Schools, Inc.  
RISE Academy School – Loc. #5420

ATTEST:

By

RISE Education Schools, Inc., Secretary

-or-

By

RISE Education Schools, Inc., Chairman

-or-

Christine Cedras  
Witness

Witness

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

STATE OF Florida

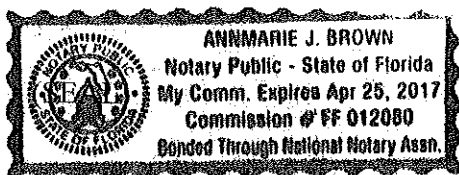
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day  
of October, 2014 by Carmella Motton  
Name of Person  
of RISE Education Schools, on behalf of the  
Name of Corporation or Agency  
corporation/agency.

~~He~~/She is personally known to me ~~or produced~~ \_\_\_\_\_  
Type of Identification

As identification and did/did not first take an oath.

My Commission Expires:



Annmarie J. Brown  
Signature – Notary Public  
Annmarie J. Brown  
Printed Name of Notary  
FF012080  
Notary's Commission No.

**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;

2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;

3) Providing the School with access to PDMS, server hosting and PDMS technical support;

4) Providing the School with a BASCC lesson plan binder for grades K-3;

5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;

6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:

a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;

b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and

c. Training for School BASCC Principal and School BASCC Supervisor.

7) Provide the School with online payment system through the Business Support Center;

8) Process documentation for the School's BASCC program through PDMS;

9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

10) Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

1) Uphold program recommendations as specified in Section C;

2) Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;

3) Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;

4) Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and

5) Recommend that BASCC staff also take the following training:

a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;

b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;

c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and

d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the

designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

**1) Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

**2) Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

**3) Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

**4) Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

**5) Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the year registration at least Two

(2) weeks prior to the School's pre-planning week at a specified time in the evening over the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;

2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and

3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and

2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A.     Description of Goods and Services:**

The School will:

- 1)     Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2)     Authorize a Work Order Form for Student Services; and
- 3)     Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1)     Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2)     Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B.     Student Support Services:**

1)     **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

a.     Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;

b.     Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;

c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor

(SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will

terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2) Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3) Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

1) **Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student.

2) **Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping

individual treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

3) **Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

4) **CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

4) **Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

C. **Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## Exhibit E

### DIVERSITY, PREVENTION & INTERVENTION (DPI)

#### A. Description of Goods and Services:

The School will:

- 1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for DPI.

The SBBC will:

- 1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### B. Diversity, Prevention & Intervention (DPI) Services:

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

C. **Payments.** Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**Exhibit F**  
**STUDENT ASSESSMENT AND RESEARCH**

**A. Description of Goods and Services:**

The School will:

- 1) Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;
- 2) Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;
- 3) Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and
- 4) Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

- 1) Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;
- 2) Coordinate withholding of FTE funds on a per semester basis;
- 3) Package and prepare requested assessments for pick up by the School; and

4) After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

1) **Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

2) **Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

4) **Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days (45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancelation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit G

### POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT

#### A. Description of Goods and Services:

The School will:

- 1) Submit a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

- a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.
- b. **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School

utilizing SBBC best practices of various classroom and school management techniques on topics such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

D. **Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of October, 2014, 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

**Silva of South Florida, Inc.**

Pathways Academy Charter School – Loc. #5372

A Florida non-profit organization (hereinafter referred to as “ School ”),

And having its principal place of business located at

7870 Grand Canal Drive

Miami, FL 33144

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 21, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **“Service Period”** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **“Payment Period Due Dates”** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **“PDMS”** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **“BASCC”** refers to the Before and After School Child Care program;

(e) **“Before Care”** refers to childcare provided to students before school hours;

(f) **“After Care”** refers to childcare provided to the students after school hours;

(g) **“BSC”** refers to the SBBC Business Support Center;

(h) **“SBO”** refers to School Board Operated programs;

(i) **“SSSP”** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **“ACH”** refers to Automated Clearing House payment process;

(k) **“Assessments”** refer to those assessments that are District offered, but not State-mandated;

(l) **“Health Services”** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **“BMI”** refers to Body Mass Index, which is a measure of physical development;

(n) **“AED”** refers to Automated External Defibrillator;

(o) **“CPR”** refers to Cardiopulmonary Resuscitation;

(p) **“FTE”** refers to Full Time Equivalent;

(q) **“Speech language impairment”** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child’s educational performance;

(r) **“CAB Conference”** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **“Work Order Form”** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School’s Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School’s FTE distribution;

(t) **“FAPE”** refers to Free and Appropriate Public Education; and

(u) **“IEP”** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

☒ Before and After School Child Care (Exhibit A)

☒ Exceptional Student Education & Support (Exhibit B)

☒ Student Services (Exhibit C)

☒ Coordinated Student Health Education Services (Exhibit D)

☒ Diversity, Prevention & Intervention (Exhibit E)

- ☒ Student Assessment and Research (Exhibit F)
- ☒ Exceptional Student Education & Support – Pooled Premium Services Partners (Exhibit G)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05 Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01 The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06 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: The School Board of Broward County, Florida  
Innovative Programs Design/Support Department  
600 Southeast Third Avenue, 4<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To the School: Pathways Academy Charter School – Loc. #5372  
4850 N. State Road 7  
Lauderdale Lakes, FL 33319

## **2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service upon execution of the Work Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been

pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

**3.24 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.

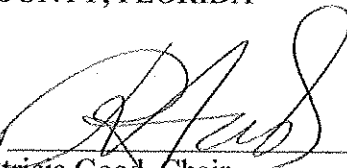
**FOR SBBC**

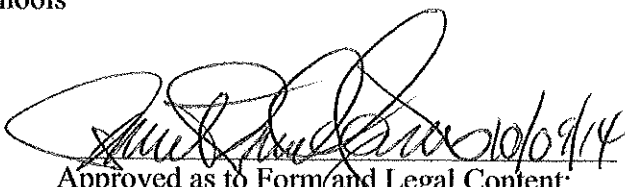
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Patricia Good, Chair

  
Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

Silva of South Florida, Inc.  
Pathways Academy Charter School – Loc.  
#5372

ATTEST:

By \_\_\_\_\_  
Silva of South Florida, Inc., Secretary

-or-

By M. Silva  
Silva of South Florida, Inc., Chairman

-or-

Hernando Rueda

Witness

[Signature]  
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

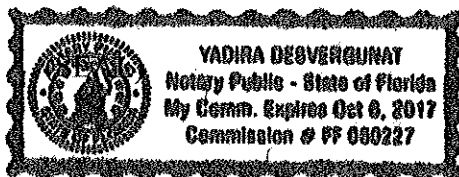
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day  
of October, 2014 by Yudit Silva  
Name of Person

of Silva of South Florida, DE A, on behalf of the  
Name of Corporation or Agency  
Pathways Academy  
corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_  
Type of Identification

As identification and did/did not first take an oath.

My Commission Expires: 10/06/17



Yadira Desvergurat  
Signature – Notary Public  
Yadira Desvergurat  
Printed Name of Notary  
# FF 060227  
Notary's Commission No.

**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;

2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;

3) Providing the School with access to PDMS, server hosting and PDMS technical support;

4) Providing the School with a BASCC lesson plan binder for grades K-3;

5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;

6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:

a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;

b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and

c. Training for School BASCC Principal and School BASCC Supervisor.

7) Provide the School with online payment system through the Business Support Center;

8) Process documentation for the School's BASCC program through PDMS;

9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

**10)** Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

**1)** Uphold program recommendations as specified in Section C;

**2)** Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;

**3)** Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;

**4)** Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and

**5)** Recommend that BASCC staff also take the following training:

a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;

b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;

c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and

d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the

designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

**1) Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

**2) Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

**3) Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

**4) Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

**5) Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the year registration at least Two

(2) weeks prior to the School's pre-planning week at a specified time in the evening over the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;
- 2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for Student Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B. Student Support Services:**

1) **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

- a. Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;
- b. Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;

c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor

(SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will

terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2) Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3) Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

1) **Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student.

2) **Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping

individual treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

**3) Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

**4) CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

**4) Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

**C. Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## **Exhibit E**

### **DIVERSITY, PREVENTION & INTERVENTION (DPI)**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for DPI.

The SBBC will:

- 1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Diversity, Prevention & Intervention (DPI) Services:**

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

**C. Payments.** Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**Exhibit F**  
**STUDENT ASSESSMENT AND RESEARCH**

**A. Description of Goods and Services:**

The School will:

- 1) Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;
- 2) Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;
- 3) Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and
- 4) Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

- 1) Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;
- 2) Coordinate withholding of FTE funds on a per semester basis;
- 3) Package and prepare requested assessments for pick up by the School; and

4) After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

1) **Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

2) **Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

4) **Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days (45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancelation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## **Exhibit G**

### **POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.

b. **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School

utilizing SBBC best practices of various classroom and school management techniques on topics such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

D. **Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

DATE: September 26 2014 REQUESTOR: Yudit Silva  
SCHOOL: Pathways Academy Charter School # 5372  
4850 N. State Road 7  
Lauderdale Lakes, FL 33319  
GRADES: K-8 PROJECTED ENROLLMENT: 324 CURRENT ENROLLMENT: \_\_\_\_\_  
PRINCIPAL: Yudit Silva Email: [yuditsilva@ymail.com](mailto:yuditsilva@ymail.com)  
GOVERNING BOARD: Silva of South Florida, Inc.  
7870 Grand Canal Drive  
Miami, FL, 33144

*I understand that, upon approval of the Premium Services Agreement by The School Board of Broward County, FL, the amounts listed above will be withheld from my school's FTE distribution. Pending Billable Services will be withheld from the school's FTE distribution as services are determined. Notification will be provided upon withholding of funds. By my signature below, I am verifying and approving the above information.*

  
Principal's Signature

10/06/14  
Date

**Office Use Only**

The Premium Services Agreement for the above services was approved at the Regular School Board Meeting on \_\_\_\_\_.

\_\_\_\_\_  
Keren Merav

\_\_\_\_\_  
Date

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of October, 2014, 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

### **South Broward Montessori Charter School, Corp.**

South Broward Montessori Charter School – Loc. #5717

A Florida non-profit organization (hereinafter referred to as “ School ”),

And having its principal place of business located at

520 NW 5<sup>th</sup> Street

Hallandale Beach, FL 33009

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 21, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **“Service Period”** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **“Payment Period Due Dates”** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **“PDMS”** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **“BASCC”** refers to the Before and After School Child Care program;

(e) **“Before Care”** refers to childcare provided to students before school hours;

(f) **“After Care”** refers to childcare provided to the students after school hours;

(g) **“BSC”** refers to the SBBC Business Support Center;

(h) **“SBO”** refers to School Board Operated programs;

(i) **“SSSP”** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **“ACH”** refers to Automated Clearing House payment process;

(k) **“Assessments”** refer to those assessments that are District offered, but not State-mandated;

(l) **“Health Services”** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **“BMI”** refers to Body Mass Index, which is a measure of physical development;

(n) **“AED”** refers to Automated External Defibrillator;

(o) **“CPR”** refers to Cardiopulmonary Resuscitation;

(p) **“FTE”** refers to Full Time Equivalent;

(q) **“Speech language impairment”** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child’s educational performance;

(r) **“CAB Conference”** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **“Work Order Form”** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School’s Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School’s FTE distribution;

(t) **“FAPE”** refers to Free and Appropriate Public Education; and

(u) **“IEP”** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

☒ Before and After School Child Care (Exhibit A)

☒ Exceptional Student Education & Support (Exhibit B)

☒ Student Services (Exhibit C)

☒ Coordinated Student Health Education Services (Exhibit D)

☒ Diversity, Prevention & Intervention (Exhibit E)

- ☒ Student Assessment and Research (Exhibit F)
- ☒ Exceptional Student Education & Support – Pooled Premium Services Partners (Exhibit G)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05 Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01 The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06 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:

The School Board of Broward County, Florida  
Innovative Programs Design/Support Department  
600 Southeast Third Avenue, 4<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To the School:

South Broward Montessori Charter School – Loc. #5717  
520 NW 5<sup>th</sup> Street  
Hallandale Beach, FL 33009

**2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service upon execution of the Work Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been

pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

**3.24 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.

**FOR SBBC**

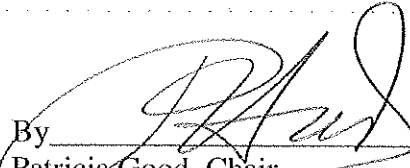
(Corporate Seal)

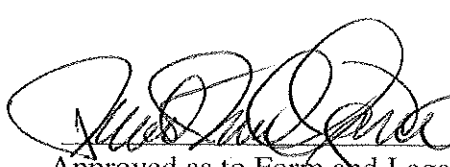
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:



Robert W. Runcie, Superintendent of Schools

By   
Patricia Good, Chair

 10/07/14  
Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

South Broward Montessori Charter School, Corp.  
South Broward Montessori Charter School – Loc.  
#5717

ATTEST:

By \_\_\_\_\_  
South Broward Montessori Charter School, Corp., Secretary

-or-

By MARGOT ISABEL LUQUE (P)  
South Broward Montessori Charter School, Corp., Chairman

-or- Michelle Butts  
Witness

Blanca J. J. J.  
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 1<sup>st</sup> day  
of October, 2014 by MARGOT ISABEL LUQUE  
Name of Person

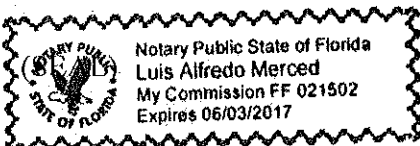
of SOUTH BROWARD MONTESSORI CHARTER SCHOOL CORP., on behalf of the  
Name of Corporation or Agency

corporation/agency.

He/She is personally known to me or produced FL DL# L200 549 70 SP1-0  
Type of Identification

As identification and did/did not first take an oath.

My Commission Expires: 6/03/17



[Signature]  
Signature - Notary Public  
Luis A. Merced  
Printed Name of Notary  
FF 621502  
Notary's Commission No.

**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

- 1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;
- 2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;
- 3) Providing the School with access to PDMS, server hosting and PDMS technical support;
- 4) Providing the School with a BASCC lesson plan binder for grades K-3;
- 5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;
- 6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:
  - a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;
  - b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and
  - c. Training for School BASCC Principal and School BASCC Supervisor.
- 7) Provide the School with online payment system through the Business Support Center;
- 8) Process documentation for the School's BASCC program through PDMS;
- 9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

10) Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

1) Uphold program recommendations as specified in Section C;

2) Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;

3) Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;

4) Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and

5) Recommend that BASCC staff also take the following training:

a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;

b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;

c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and

d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the

designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

**1) Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

**2) Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

**3) Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

**4) Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

**5) Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the year registration at least Two

(2) weeks prior to the School's pre-planning week at a specified time in the evening over the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;
- 2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for Student Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B. Student Support Services:**

1) **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

- a. Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;
- b. Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;

c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor

(SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will

terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2) Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3) Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

1) **Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student..

2) **Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping

individual treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

3) **Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

4) **CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

4) **Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

**C. Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## Exhibit E

### DIVERSITY, PREVENTION & INTERVENTION (DPI)

#### A. Description of Goods and Services:

The School will:

1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and

2) Authorize a Work Order Form for DPI.

The SBBC will:

1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and

2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### B. Diversity, Prevention & Intervention (DPI) Services:

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

C. Payments. Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**Exhibit F**  
**STUDENT ASSESSMENT AND RESEARCH**

**A. Description of Goods and Services:**

The School will:

- 1) Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;
- 2) Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;
- 3) Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and
- 4) Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

- 1) Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;
- 2) Coordinate withholding of FTE funds on a per semester basis;
- 3) Package and prepare requested assessments for pick up by the School; and

4) After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

1) **Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

2) **Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

4) **Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days (45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancelation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

---

## Exhibit G

### POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT

#### A. Description of Goods and Services:

The School will:

- 1) Submit a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

- a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.
- b. **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School

utilizing SBBC best practices of various classroom and school management techniques on topics such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

D. **Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **PREMIUM SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of October, 2014, 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

### **Advantage Academy of Broward, Inc.**

West Broward Academy at Excelsior – Loc. #5052

A Florida non-profit organization (hereinafter referred to as “ School ”),

And having its principal place of business located at

10038 W. McNab Road

Tamarac, FL 33321

**WHEREAS**, SBBC has the authority pursuant to Section 1002.33(20)(b), Florida Statutes, to make goods and/or services available to the School through a negotiated contract separate from the charter; and

**WHEREAS**, the School agrees to procure goods and/or services from SBBC; and

**WHEREAS**, the School is a not-for-profit organization.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **October 21, 2014 and conclude on June 30, 2015**. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

**2.02 Definitions.** The following terms and definitions will apply to this Agreement:

(a) **“Service Period”** refers to a Twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) **“Payment Period Due Dates”** refers to the last date to make a payment before a service period begins and includes Twenty (20) childcare days;

(c) **“PDMS”** refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) **“BASCC”** refers to the Before and After School Child Care program;

(e) **“Before Care”** refers to childcare provided to students before school hours;

(f) **“After Care”** refers to childcare provided to the students after school hours;

(g) **“BSC”** refers to the SBBC Business Support Center;

(h) **“SBO”** refers to School Board Operated programs;

(i) **“SSSP”** refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, and School Social Workers;

(j) **“ACH”** refers to Automated Clearing House payment process;

(k) **“Assessments”** refer to those assessments that are District offered, but not State-mandated;

(l) **“Health Services”** refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) **“BMI”** refers to Body Mass Index, which is a measure of physical development;

(n) **“AED”** refers to Automated External Defibrillator;

(o) **“CPR”** refers to Cardiopulmonary Resuscitation;

(p) **“FTE”** refers to Full Time Equivalent;

(q) **“Speech language impairment”** means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child’s educational performance;

(r) **“CAB Conference”** refers to SBBC internal communication forums used for user collaboration and allowing users to exchange information online;

(s) **“Work Order Form”** refers to the form prepared by the Innovative Programs Design/Support Department and executed by the School’s Principal which includes an itemized list and scope of services, total cost, and the agreed upon date which FTE funds will be withheld from the School’s FTE distribution;

(t) **“FAPE”** refers to Free and Appropriate Public Education; and

(u) **“IEP”** refers to Individual Education Plan.

**2.03 Contract Deliverables.** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

☒ Before and After School Child Care (Exhibit A)

☒ Exceptional Student Education & Support (Exhibit B)

☒ Student Services (Exhibit C)

☒ Coordinated Student Health Education Services (Exhibit D)

☒ Diversity, Prevention & Intervention (Exhibit E)

- ☒ Student Assessment and Research (Exhibit F)
- ☒ Exceptional Student Education & Support – Pooled Premium Services Partners (Exhibit G)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a \$500.00 non-refundable services deposit from the School's FTE distribution upon the execution of this Agreement by all parties. This deposit shall be applied to the services ordered by the School during the term of this Agreement. SBBC shall be entitled to retain any remaining portion of the deposit in the event that the School fails to order available services totaling in the amount of the deposit during the term of the Agreement.

**2.05 Inspection of School Records by SBBC.** The School 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 School 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 the School or any of the School's payees pursuant to this Agreement. The School'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. The School'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.

**2.05.01 The School's Records Defined.** For the purposes of this Agreement, the term "The School's 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.

**2.06 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: The School Board of Broward County, Florida  
Innovative Programs Design/Support Department  
600 Southeast Third Avenue, 4<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To the School: West Broward Academy at Excelsior – Loc. #5052  
10038 W. McNab Road  
Tamarac, FL 33321

**2.07 Background Screening:**

A. The School's Personnel: The School agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. The School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the School and its personnel. The parties agree that the failure of the School to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The School agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statutes and all current SBBC Level 2 screening requirements at no expense to the school.

**2.08 Indemnification.** 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.

**2.09 Availability of Services.** All services in the attached exhibits are limited and based on current availability of SBBC resources required to render such service. Execution of this Agreement does not ensure availability of a service. In addition, certain services that may be sought by the School under Exhibits C and G have additional requirements for participation by a sufficient number of charter schools in order for SBBC to make appropriate staff available to provide the requested services. The Principal of the School and SBBC staff will confirm the availability of service upon execution of the Work Order Form. Services requested under Exhibits C and G will not be available to participating charter schools no later than Two (2) weeks after SBBC approval.

**2.10 Safeguarding The Confidentiality of Shared Student Records.** Each party participating in this Agreement agrees to:

(1) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws;

(2) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement;

(3) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement;

(4) ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and

(5) execute, as necessary, for SBBC to render services under this Agreement, a Business Associate Agreement, using the form agreement appended hereto as Exhibit H.

A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.

### **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.** Notwithstanding any other provisions in this Agreement including, without limitation, Section 3.05 or Exhibits C or G, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**3.03 Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

**3.04 Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**3.05 Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon Thirty (30) days written notice to the other party of its desire to terminate this Agreement. In such event, no further premium services will be provided by SBBC after the effective date of termination. In addition, termination of the School's Charter Agreement with SBBC will result in the immediate termination of this Agreement without the necessity of any additional notice or action from SBBC. Furthermore, any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been

pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

**3.06 Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party, Thirty (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. A default under this Agreement does not constitute a default under any other Agreements between the parties.

**3.07 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**3.08 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**3.09 Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222 Florida Statutes, FERPA, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22, 1002.221 and/or 1002.222 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 or as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to SBBC, whichever is earlier.

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

**3.11 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.12 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**3.13 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.

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

**3.15 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.

**3.16 Incorporation by Reference.** Exhibits A through G are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

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

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 Survival.** All representations and warranties made herein regarding 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.

**3.24 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.

**FOR SBBC**

(Corporate Seal)

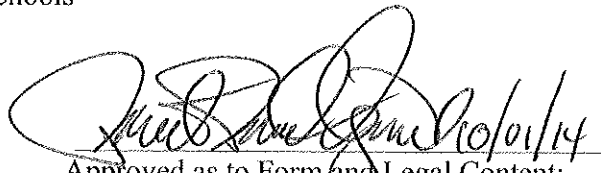
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:



Robert W. Runcie, Superintendent of Schools

By   
Patricia Good, Chair

  
Approved as to Form and Legal Content:  
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

Advantage Academy of Broward, Inc.  
West Broward Academy at Excelsior – Loc.  
#5052

ATTEST:

By Wanda M. Gamble  
Advantage Academy of Broward, Inc., Secretary

-or- By \_\_\_\_\_  
Advantage Academy of Broward, Inc., Chairman

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day  
of SEPTEMBER, 2014 by \_\_\_\_\_  
Name of Person

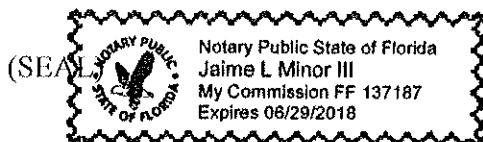
of \_\_\_\_\_, on behalf of the  
Name of Corporation or Agency

corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_  
Type of Identification

As identification and did/did not first take an oath.

My Commission Expires:



Jaime L. Minor  
Signature \_\_\_\_\_ Notary Public  
Printed Name of Notary  
FF 137187  
Notary's Commission No.

**Exhibit A**  
**BEFORE AND AFTER SCHOOL CHILD CARE (BASCC)**

**A. Description of Services:**

Services delivered by SBBC will include:

- 1) Facilitating requests from the School for BASCC and placing the order for services with the SBBC's Innovative Programs School Design/Support Department;
- 2) Collecting funds from the School and distributing an Eighty-five percent (85%) share to the School;
- 3) Providing the School with access to PDMS, server hosting and PDMS technical support;
- 4) Providing the School with a BASCC lesson plan binder for grades K-3;
- 5) Providing the School with a BASCC and PDMS system training to School Principal and School Supervisor, and;
- 6) Providing the following training for the School BASCC staff at the expense of the School or of the School's Trainees:
  - a. Component Training: Training will be delivered on Four (4) Saturdays, at a cost of Two Hundred Fifty Dollars (\$250.00 – non-refundable) per person;
  - b. AED/First Aid/CPR training per job description at a cost to the School of Fifty-Eight Dollars (\$58.00 – non-refundable) per person for a minimum of Two (2) School BASCC staff members; and
  - c. Training for School BASCC Principal and School BASCC Supervisor.
- 7) Provide the School with online payment system through the Business Support Center;
- 8) Process documentation for the School's BASCC program through PDMS;
- 9) Provide the School, through Innovative Programs School Design/Support, with sample promotional materials for parents of students in the School BASCC program in electronic format; and

**10)** Conduct an annual Quality Standards Needs Assessment at a cost of \$500 per location. A Quality Standards Needs Assessment is performed by members of SBBC's BASCC staff in the last few months of school to assess the quality of the BASCC program. The purpose of the Quality Standards Needs Assessment is to provide feedback to the School Principal about areas of improvement and areas of excellence.

The School will:

**1)** Uphold program recommendations as specified in Section C;

**2)** Purchase equipment and supplies for the BASCC program in the amount of at least Fifty Dollars (\$50.00) per child, per year, and maintain these separately from regular school-day supplies;

**3)** Participate in a Quality Standards Needs Assessment of the BASCC program at the School at no additional charge to the School;

**4)** Ensure that the Twenty (20) day sign-out sheet and attendance records are received by SBBC's Innovative Programs School Design/Support Department no later than five days after the service period ends; and

**5)** Recommend that BASCC staff also take the following training:

a. Child Abuse and Neglect training: School BASCC supervisor and at least two School BASCC staff;

b. Medication Dispensing: at least one person on the School BASCC staff at all times must be trained in dispensing medication;

c. Drug Abuse and Misuse Risk Management Training: one School BASCC supervisor for each program; and

d. Diabetes and Asthma: if School BASCC has a diabetic or asthmatic student.

**B. Payments to the SBBC.** The cost to the School of the BASCC is Fifteen Percent (15%) of gross revenue collected during registration and on payment period due dates. Gross revenue includes activity fees, reregistration fees, program payments, and all other payments collected from parents for the BASCC program. Gross revenue will be collected by the SBBC. A Fifteen Percent (15%) program management fee will be retained by SBBC and a direct Automated Clearing House (ACH) deposit for the remaining Eighty-Five Percent (85%) of the gross revenue collected during the

designated pay periods will be deposited through into the School's funds within Two (2) weeks of the payment period due date.

**C. Program Recommendations:**

**1) Staffing the School BASCC.** The School is recommended to hire personnel according to the Job Descriptions provided in the BASCC training manual, which includes hiring a School BASCC Supervisor, a desk clerical staff and childcare personnel. The School may adhere to the education, experience, and additional requirements for each position. The School is not required to adhere to SBBC pay grades, terms of employment or evaluations.

**2) Program Start-up.** It is recommended that the School will allocate approximately One Thousand Two Hundred and Fifty Dollars (\$1,250) for a BASCC program with fewer than One Hundred (100) students or Five Thousand Dollars (\$5,000) for a BASCC program with more than Three Hundred (300) students in start-up funds prior to BASCC registration. These funds are to be used to purchase supplies and equipment for the program. The School may provide at least Two (2) computers or tablets to facilitate computer-based registration at the beginning of the academic year and at least One (1) computer for payment and registration purposes by parents at the School's BASCC desk throughout the year. The School may also provide walkie-talkies for program staff, a fax machine, and copier for the School's BASCC staff, a landline, a weather radio, office supplies, an emergency backpack and supplies for the program. All BASCC supplies will be maintained in a separate area for exclusive use of the BASCC program.

**3) Program Requirements.** The School must provide BASCC programs that provide homework assistance, Thirty (30) minutes of academic programming, technology for all students at least once per week, and outdoor play at a minimum of Thirty (30) minutes daily, snack time for all students – bring from home, vending, or provided. The program also requires a schedule that is flexible, an after-care curriculum, a behavior plan, an emergency plan, and a plan for exiting students. The School shall participate in an annual BASCC Parent Customer Satisfaction Survey.

**4) Financial Management.** It is recommended that the school enroll at least 60 students in order for the BASCC program to be fiscally sound. SBBC's BSC will collaborate with SBBC's BASCC and the Innovative Programs Design/Support Department to provide the School with financial summaries on a quarterly basis. Staff costs incurred by the School should not exceed one-third (1/3) of gross revenue collected. Materials and supplies must be provided out of net revenues in the amount of no less than Fifty Dollars (\$50.00) per child, per academic year. It is at the School's discretion to determine the cost of the BASCC and any activities to cover the costs of snacks and supplies.

**5) Registration and Collecting Payments from Parents.** It is recommended that the School conduct a beginning of the year registration at least Two

(2) weeks prior to the School's pre-planning week at a specified time in the evening over the course of two days. Applications should be completed through a computer-based program accessible from the School site only. Payments should only be accepted in the form of online credit/debit card payment. Cash or checks may not be accepted. After a student is registered for the School BASCC program, parents may make additional payments online off or on-site. Any parent who fails to make a payment within Five (5) days after the payment period due date will incur the consequence of their child being withdrawn from the program. In order for a student to participate in the program again, parents must pay a re-registration fee and complete another application. Registration and re-registration fees, program costs, and activity fees are determined by the School and are strongly encouraged to not exceed the market rate of registration and program fees in the surrounding community.

**6) Program Enhancements.** Additional program components may be available to the School to support the operations and educational quality of the BASCC program.

## **Exhibit B**

### **EXCEPTIONAL STUDENT EDUCATION & SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

1) Project the number of hours needed for Exceptional Student Education and Support Services associated with, but not limited to Speech and Language Pathologists, Occupational Therapists, and Physical Therapists as defined in B;

2) Authorize a Work Order Form for Exceptional Student Education and Student Support; and

3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

1) Facilitate requests for Exceptional Student Education and Support by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and

2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. Exceptional Student Education and Support Personnel.** Personnel that delivers services directly to students or the School's staff members on the school site, through a phone conference, or at SBBC's offices.

1) **Speech Language Pathologist** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Speech Language Pathologist services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.8 as having a speech language impairment and who needs special education and related services. Speech Language Pathologist services include:

a. Therapy activities include provisions of speech and language services for the habilitation or prevention of communicative impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding speech and language impairments, and referrals for specific medical or other professional attention necessary for the habilitation of speech language impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide curriculum materials, a system for students to report directly and on time to the Speech Language Pathologist at the time of their session, a point of contact at the School, electronic access to Easy IEP through an on-site device for purposes of logging services and progress, and a self-contained room with enough space for individual and group therapy sessions and a window for safety;

d. The School will avoid scheduling the Speech Language Pathologist for mandatory planning meetings during the time of the Speech Language Pathologist's scheduled student sessions. If the Speech Language Pathologist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with speech or language impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.36.

**2) Physical Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Physical Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Physical Therapy services include:

a. Therapy activities include provisions of physical therapy services for improving ability to perform tasks for independent functioning related to impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive equipment and/or materials, technological materials, a system for students to report directly and on time to the Physical Therapist at the time of their session, a point of contact at the School, and electronic access to Easy IEP through an on-site device for purposes of logging services and progress;

d. The School will avoid scheduling the Physical Therapist for mandatory planning meetings during the time of the Physical Therapist's scheduled student sessions. If the Physical Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

**3) Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-Five Dollars (\$75.00) per hour. Occupational Therapy services will include planning for and providing therapy to students enrolled at the School that have been evaluated in accordance with the Code of Federal Regulations, Title 34, Section 300.34 as having a physical impairment and who needs special education and related services. Occupational Therapy services include:

a. Therapy activities include provisions of Occupational Therapy services for improving ability to perform tasks for independent functioning related to physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

b. Planning activities include, but are not limited to, preparing for student therapy sessions, counseling and guidance of parents, children, and teachers regarding physical impairments in accordance with Code of Federal Regulations, Title 34, Section 300.34;

c. The School must provide adaptive paper, low-tech items, and other adaptive materials, a system for students to report directly and on time to the Occupational Therapist at the time of their session, and a point of contact at the School;

d. The School will avoid scheduling the Occupational Therapist for mandatory planning meetings during the time of the Occupational Therapist's scheduled student sessions. If the Occupational Therapist is scheduled for mandatory meetings that conflict with scheduled student sessions, the School is responsible for ensuring that the missed sessions are made-up if there is a denial of FAPE determined by the IEP committee; and

e. The School is responsible for determination of eligibility including general considerations, special rules for eligibility determination, and procedures. The School must follow the procedures for determining eligibility and educational need of students with physical impairments in accordance with the Code of Federal Regulations, Title 34, Section 300.34.

## **Exhibit C**

### **POOLED PREMIUM SERVICES - STUDENT SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for Student Services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for Student Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for student services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this agreement and continuing throughout the term of this agreement.

#### **B. Student Support Services:**

1) **School Social Work** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school social worker will be assign to serve four charter schools and will provide social work services to each School for one work day, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution. School Social Work services include:

- a. Liaison services between the School, a student's home and the community. Liaisons act as advocates for students and their families in obtaining necessary school and community services;
- b. Assessments including family, psychosocial, and behavior scales. Assessment referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year;

c. Consultation in the areas of cultural, developmental and environmental factors affecting students and families including, but not limited to, teenage pregnancy and parenting, child abuse, neglect, and homelessness;

d. Intervention/Counseling is available for short-term individual and group counseling for students. Students with long-term therapeutic needs are referred to appropriate agencies for follow up;

e. Isolated Event Intervention is available to schools during times of crisis including, but not limited to, death of a student, staff or family member, natural disasters, terrorist activity, or any event in the school or home setting which may negatively affect student or staff functioning; and

f. Non-Attendance and Truancy Interventions to assist schools in assessing the causes of non-attendance/truancy problems of students referred and in the recommendation of family, community, and school based interventions. A maximum of Ten (10) referrals for Non-attendance and Truancy may be submitted per month. Non-attendance/Truancy referrals submitted after April 30<sup>th</sup> are not guaranteed to be completed before the close of the current school year.

g. Broward Truancy Intervention Program (BTIP). The need for the Broward Truancy Intervention Program arises when a student exhibits behaviors consistent with a pattern of nonattendance. If the School chooses to request BTIP services, the School must have documentation of implemented interventions that have been unsuccessful in remediating patterns of nonattendance. School staff will contact the Student Services Office for questions and consultation regarding best practices, policy clarification and intervention to remediate the above issues. Many levels of services and personnel, as well as a menu of strategies, are required to implement the BTIP process with fidelity. The cost for referring one student to the BTIP process is either Seven Hundred Twenty-Two (\$722.00) or Two Hundred Eighty Two Dollars (\$282.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services.

h. Parent or Student Workshops presented by Social Workers are available from SBBC to inform parents, students, or school staff on a variety of topics, at the request of a charter school. The cost of a One (1) hour workshop is One Hundred Fifty Seven Dollars and Fifty Cents (\$157.50).

i. Behavior Intervention Program is a structured assignment process for students who, according to the most recent Behavior Intervention Program Handbook, "exhibit severe, unmanageable behavior that cannot be adequately controlled in a traditional school setting" to attend an SBBC Behavior Intervention Site. For the purposes of this Agreement, a "traditional school setting" means enrollment in the School's regular educational program. The School has requested that the Sponsor

(SBBC) provide this service to determine appropriate student assignment as a premium service. Students are usually assigned to the Behavior Intervention Site for 90 to 180 days, with stays generally not to exceed two school years. The cost of referring one student to the Behavior Intervention Program is either One Thousand Six Hundred Twenty Nine Dollars (\$1,629.00) or Four Hundred Thirty Nine Dollars (\$439.00), depending on the referred student's educational program referral history and current educational program placement. Total cost will be agreed upon between the School's Principal and Innovative Programs Design/Support Department prior to initiation of services. Referral to the Behavior Intervention Program does not ensure recommendation for placement into a Behavior Intervention Site. If the recommendation is to refer a student to a Behavior Intervention Site, the School will communicate this information to the parent or guardian who ultimately will decide if the student will withdraw from the School and enroll in the Behavior Intervention Site. Possible types of referrals to the Behavior Intervention Program include:

- i. Traditional referrals that are a result of repeated behavioral infractions with documented interventions that have had minimal or no success;
- ii. Off-Campus Offender referrals that are a result of behaviors that would qualify for an expulsion if committed on campus;
- iii. Returning from Residential Juvenile Justice Programs referrals that are a result of a student registering for regular school setting placement after documented completion of a Department of Juvenile Justice residential program, not including the detention center;
- iv. Transitional referrals that are a result of a student recently returning to the School from a Behavior Intervention Site and demonstrating behavior problems with failed interventions; and
- v. Emergency referrals that are a result of behavior by an elementary student that would qualify for expulsion if committed by the students at the secondary level.

**C. Payments.** The cost of the mutually agreed upon Student Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**D. Pooled Premium Services.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will

terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.

## **Exhibit D**

### **COORDINATED STUDENT HEALTH EDUCATION SERVICES**

#### **A. Description of Goods and Services:**

The School will:

- 1)** Submit a request for Coordinated Student Health Education Services to SBBC's Innovative Programs Design/Support Department;
- 2)** Authorize a Work Order Form for Coordinated Student Health Education Services;
- 3)** Obtain written parental consent prior to disclosure of charter student personal identifiable information to SBBC; and
- 4)** Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1)** Facilitate requests for Coordinated Student Health Education Services by authorizing and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2)** Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### **B. Health Services:**

**1) Specific Health Condition Consultation and Coordination** is available to assess health needs and create individualized health and emergency care plans for students with acute or chronic health conditions. Specific Health Condition Consultation and Coordination may include a review of student health records, a consult with the student's doctor, a health assessment, an interview with the parent and/or student, a meeting with the administrator, and the creation of a Plan of Care and an Emergency Action Plan. The total cost of Specific Health Condition Consultation and Coordination is Two Hundred Forty Five Dollars (\$245.00) per student.

**2) Hourly School Nurse** services may be purchased from SBBC at a rate of Sixty Dollars (\$60.00) per hour. Hourly School Nurses are available for either full or part time services on the School's site. Services may include consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping

individual treatment logs, facilitating triage in the School's clinic, administration of medication, and 911 assessments.

3) **Specific Health Conditions On-site Staff Training** are training programs developed by a School Nurse or Health Technician to inform the School's staff about communicable disease occurrences or management of specific health conditions such as seizures, diabetes, asthma, and allergic reactions. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. The cost of Specific Health Conditions On-site Staff Training for up to Ten (10) participants is Two Hundred Eight Dollars and Fifty Cents (\$208.50).

4) **CPR, First Aid, and AED Certification Training** is an off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. The cost of CPR, First Aid, and AED Certification Training is Fifty-Eight Dollars (\$58.00) per person.

4) **Vision, Hearing, Scoliosis, and BMI On-Site Screeners** may be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Total time and cost for screenings are based on the current enrollment of students eligible for screenings and will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered.

a. Vision, Hearing, and BMI screenings are available at a cost of Forty Dollars (\$40) per hour; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars (\$182) per day.

C. **Payments.** The cost of the mutually agreed upon Coordinated Student Health Education Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

## Exhibit E

### DIVERSITY, PREVENTION & INTERVENTION (DPI)

#### A. Description of Goods and Services:

The School will:

- 1) Submit a request for DPI to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for DPI.

The SBBC will:

- 1) Facilitate requests for DPI services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

#### B. Diversity, Prevention & Intervention (DPI) Services:

1) **On-site Staff Training** are training programs developed by a DPI Specialist based on the specific and unique needs of the School utilizing SBBC best practices of various classroom and school management techniques. Training may consist of One (1), Two (2), or Three (3), Two-Hour (2 Hour) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. The cost of a Two (2) Hour module for up to Twenty (20) participants is Three Hundred Twenty-Nine Dollars (\$329.00). The cost of a Two (2) Hour module for Twenty-One (21) to Fifty (50) participants is Five Hundred Ninety-One Dollars (\$591.00).

2) **Specialist Consultation.** DPI Specialists conducting On-site Staff Training are available for on-site or telephone consultation to assist the school in implementing techniques taught during the training. Consultation is available to the School at a cost of Seventy Dollars (\$70) per hour.

C. **Payments.** Payment for DPI Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

**Exhibit F**  
**STUDENT ASSESSMENT AND RESEARCH**

**A. Description of Goods and Services:**

The School will:

- 1) Submit one request per location number for assessments and disclose accurate grade level enrollment numbers through an online request form, print the Assessment Order Form and retain the Assessment Order Form for purposes of picking up assessments on designated pick up dates;
- 2) Assign to a School Assessment Coordinator the responsibility of picking up all assessments from 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309 and returning all used and unused materials as directed for the particular assessment within Two (2) days of testing administration completion to Student Assessment Department located at 4200 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309. Proof of assessment orders must be provided to loading dock personnel in the form of the Assessment Order Form;
- 3) Maintain the security of the assessments. School personnel are prohibited from examining or copying the test items and/or the contents of the test. The security of all test materials must be maintained before, during, and after the test administration. After any administration, initial or make-up, materials must be returned immediately to the school assessment coordinator and placed in locked storage. Secure materials should not remain in classrooms or be taken out of the building overnight. The use of untrained test administrators increases the risk of test invalidation due to test irregularities or breaches in test security. Inappropriate actions by school personnel will result in further investigation, possible loss of teaching certification, and termination of this Agreement; and
- 4) Refer and abide by SBBC's 2014-2015 Student Assessment and Research District-wide Testing Calendar and CAB Conference emails for mandatory session schedules of and procedures for voluntary district-wide assessments.

The SBBC will:

- 1) Determine quantity of assessments for the School based on the most recent enrollment numbers at the time of assessment distribution;
- 2) Coordinate withholding of FTE funds on a per semester basis;
- 3) Package and prepare requested assessments for pick up by the School; and

4) After receiving returned assessments from the School, scan and produce scores for all students who were correctly identified and tested.

**B. Voluntary District-wide Assessments:**

1) **Broward Assessment of Florida Standards (BAFS).** Developed through close cooperation between staff, the Office of School Performance and Accountability (OSPA), and other District Departments, and in alignment to SBBC's curricular scope and sequence, to monitor progress of students towards mastery of Florida State Standards. Data from the BAFS enables classroom teachers to modify instruction in order to provide additional support and remediation to students. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all subtests assigned to each chosen grade level.

2) **Primary Reading Mid-Year and End-of-Year (EOY) and Primary Mathematics EOY Assessments.** The District developed these assessments to assess Florida State Standards and developed the EOYs to be used as the primary promotion criteria in grades 1 and 2 in 2014-2015. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **Alternative Assessment for Promotion.** Assessments used to provide elementary school students seeking promotion through an alternative testing option for grades 1, 2, 4 and 5 who are at risk of being retained as referenced in Policy 6000.1; and

4) **Cognitive Abilities Test (CogAT).** The purpose of the CogAT is to assess the level and pattern of cognitive development of students at various grade levels and pre-screen for eligibility for gifted services. Riverside publishing owns and publishes the CogAT and has agreed to sell these materials to The School Board of Broward County, Florida. Charter schools may choose to participate in the CogAT for an initial fee per assessment per student. The initial fee includes re-useable test booklets, answer sheets, scanning and scoring of student answer documents and reporting test results. After the first administration, each subsequent administration will incur a subsequent fee unless additional test books are ordered, in which case the initial fee per student will be incurred for those students for whom test booklets were ordered. The subsequent fee includes answer sheets, scanning and scoring of student answer documents and reporting test results.

**C. Payments.** The School agrees to pay the per unit price of each assessment ordered as defined on the Assessment Order Form provided by the Student Assessment and Research Department. The total amount to be withheld from the School's FTE distribution will be based on the type of assessments ordered by the School per grade level and the most recent student enrollment numbers at the time of the pertinent assessment distribution.

**D. Cancellation.** Cancellation of requested assessments must be in writing and placed with the Innovative Programs Design/Support Department Forty-five Days (45) prior to the first day of the assessment's administration date. The School will be charged a fee for canceling requested assessments. The cancelation fee is Twenty-five Cents (.25¢) per assessment that the School requested through the online request form. If the School cancels a request for assessments after Forty-five Days (45) before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## **Exhibit G**

### **POOLED PREMIUM SERVICES – EXCEPTIONAL STUDENT EDUCATION & STUDENT SUPPORT**

#### **A. Description of Goods and Services:**

The School will:

- 1) Submit a request for services to SBBC's Innovative Programs Design/Support Department; and
- 2) Authorize a Work Order Form for ESE & Student Support Pooled Services; and
- 3) Authorize withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

The SBBC will:

- 1) Facilitate requests for services by authorizing the request from the School and placing the order through SBBC's Innovative Programs Design/Support Department; and
- 2) Coordinate withholding of FTE funds for services commencing upon approval of this Agreement and continuing throughout the term of this Agreement.

**B. School Psychologist** services may be purchased from SBBC at a rate of \$85.00 per hour for a minimum of 7.5 hours (one full workday) for 37 weeks a year. A school psychologist will be assign to serve four charter schools and will provide services to each of the four charter schools for one workday, or 7.5 (seven and a half) hours, per week for a maximum of 37 (thirty-seven) weeks. Total cost for one academic year of school social work services will be prorated based on the number of service weeks available in this Agreement's terms of service and upon approval of this Agreement. Payments will be deducted from the school's monthly; FTE distribution.

School Psychologist services may include:

- a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention and reviewing data in regards to collaborative problem solving to inform and direct interventions.
- b. **On-Site Staff Training** are training programs developed by an SBBC School Psychologist based on the specific and unique needs of the School

utilizing SBBC best practices of various classroom and school management techniques on topics such as Threat Assessment Violence Prevention, Early Warning Signs, Silence Hurts, and Response to Intervention.

c. **Parent or Student Workshops** presented by School Psychologists are available from SBBC to inform parents or students on a variety of topics, at the request of a charter school.

d. **Crisis Intervention Teams:** The need for a Crisis Intervention Team due to death of a student and/or school-based employee will be fulfilled by the school psychologist. The school psychologist will respond to the crisis with school-side support including group facilitation and individual counseling as needed. There is no additional charge for the use of a Crisis Intervention Team if the School has purchased a school psychologist for the 2014-2015 academic year.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support Services will be deducted from the School's monthly distribution of FTE funds upon approval of this Agreement and as authorized by the Work Order Form.

D. **Pooled Premium Services Partners.** Any services requested by the School under Exhibits C or G are subject to a requirement that Four (4) charter schools ("Premium Services Partners") have been pooled together under separate contracts with SBBC to obtain such services in order for SBBC to secure appropriate personnel to provide the requested services. If the Premium Services Agreement between SBBC and one of the School's pooled Premium Services Partners is terminated during the term of this Agreement, then the premium services available to the School under Exhibits C or G will terminate without any additional notice or action from SBBC unless SBBC enters into a Premium Services Agreement with another charter school seeking premium services under Exhibits C or G within Thirty (30) days of the termination of SBBC's contract with the earlier pooled Premium Services Partner. The School agrees that it is entirely within SBBC's discretion to identify those available Premium Services Partners with whom the School will be pooled in order for SBBC to provide premium services under Exhibits C or G.