# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Academy Elementary – Loc. # 5141)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f) "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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Academy Elementary – Loc. # 5141<br>20801 Johnson Street<br>Pembroke Pines, FL 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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

07/01/15
Approved as to Form and Legal Content:
Office of the General Counsel

**FOR SCHOOL**

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Academy Elementary – Loc. # 5141)

ATTEST:

By_____ -or-
Somerset Academy, Inc., Secretary

By_____
Somerset Academy, Inc., Chairman

-and-

_____
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 Brevard

The foregoing instrument was acknowledged before me this 25th day of June, 2015 by Paul Martinez, Jr.
Name of Person

of Somerset Academy, Inc., on behalf of the
Name of Corporation or Agency

corporation/agency.

He/She is personally known to me or produced Drivers License
Type of Identification

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

My Commission Expires:

MICHAEL PELAEZ
Notary Public - State of Florida
My Comm. Expires Feb 11, 2019
Commission # FF 174101
Bonded through National Notary Assn.

_____
Signature – Notary Public

Michael Pelaez
Printed Name of Notary

FF 174101
Notary's Commission No.

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

3) Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

**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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

1) Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

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 2015-2016 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;

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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

1) Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

2) Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

1) Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

1) **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

2) **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

3) **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

4) **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Academy Charter High School Miramar Campus – Loc. # 5007)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f)** "**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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Academy Charter High School Miramar Campus<br>Loc. # 5007<br>9300 Pembroke Road<br>Miramar, FL 33025 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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**

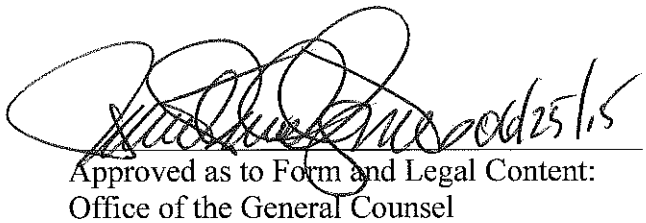
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools



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

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Academy Charter High School Miramar Campus – Loc. # 5007)

ATTEST:
By _____ -or-
Somerset Academy, Inc., Secretary

By _____
Somerset Academy, Inc., Chairman

-and-

_____
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 Monroe

The foregoing instrument was acknowledged before me this 10th day of June, 2015 by David Concepcion
Name of Person

of Somerset Academy 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:

(SEAL)

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

_____
Signature – Notary Public

Marla G DeVitt
Printed Name of Notary

FF 228851
Notary's Commission No.

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B**

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

**3)** Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

**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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

**1)** Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

**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 2015-2016 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;

**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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

**1)** Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

**2)** Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

**1)** Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Academy Neighborhood – Loc. # 5021)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f) "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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Academy Neighborhood – Loc. #5021<br>9300 Pembroke Road<br>Miramar, FL 33025 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

06/25/15

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

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Academy Neighborhood – Loc. # 5021)

ATTEST:
By _____ -or-
Somerset Academy, Inc., Secretary

By _____
Somerset Academy, Inc., Chairman

-and-

_____
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 Monroe

The foregoing instrument was acknowledged before me this 17th day of June, 2015 by David Concepcion
Name of Person

of Somerset Academy 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:

(SEAL)

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

_____
Signature – Notary Public

Marla G Devitt
Printed Name of Notary

FF 228851
Notary's Commission No.

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

**3)** Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

**1)** Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

**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 2015-2016 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;

**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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

**1)** Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

**2)** Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

**1)** Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Preparatory Charter Middle School – Loc. # 5441)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f)** "**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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Preparatory Charter Middle School – Loc. # 5441<br>9300 Pembroke Road<br>Miramar, FL 33025 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

06/25/15
Approved as to Form and Legal Content:
Office of the General Counsel

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Preparatory Charter Middle School – Loc. # 5441)

ATTEST:
By_____ -or-
Somerset Academy, Inc., Secretary

By_____
Somerset Academy, Inc., Chairman

-and-
_____
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 Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2015 by David Concepcion
Name of Person

of Somerset Academy 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:

_____
Signature – Notary Public

Mark G Devitt
Printed Name of Notary

FF 228851
Notary's Commission No.

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

**3)** Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

**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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

**1)** Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

**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 2015-2016 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;

**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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

**2)** Authorize a Work Order Form for Student Services;

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

**4)** Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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)** **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

**1)** Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

**2)** Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

**1)** Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Academy Davie Charter School – Loc. #5211)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f) "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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Academy Davie Charter School – Loc. # 5211<br>3788 Davie Road<br>Davie, FL 33314 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

06/25/15

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

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Academy Davie Charter School – Loc. # 5211)

ATTEST:
By _____ -or-
Somerset Academy, Inc., Secretary

By _____
Somerset Academy, Inc., Chairman

-and-

_____
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 Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2015 by David Concepcion
Name of Person

of Somerset Academy 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:

_____
Signature – Notary Public

Marla G. DeVitt
Printed Name of ~~Notary~~

FF228851
Notary's Commission No.

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

**C. Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

3) Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

1) Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

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 2015-2016 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;

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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

**1)** Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

**2)** Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

**1)** Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Pines Academy – Loc. # 5030)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f)** "**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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Pines Academy – Loc. # 5030<br>901 Northeast 33rd Street<br>Pompano Beach, FL 33064 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

06/25/15
Approved as to Form and Legal Content:
Office of the General Counsel

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Pines Academy – Loc. # 5030)

ATTEST:
By_____ -or-
Somerset Academy, Inc., Secretary

By_____
Somerset Academy, Inc., Chairman

-and-

_____
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 Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2015 by David Concepcion
Name of Person

of Somerset Academy 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:

(SEAL)

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

_____
Signature – Notary Public

Marla G Devitt
Printed Name of Notary

FF 228851
Notary's Commission No.

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

**3)** Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

**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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

**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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

**1)** Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

**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 2015-2016 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;

**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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

1) Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

2) Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

1) Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Academy Pompano – Loc. # 5388)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f) "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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Academy Pompano – Loc. # 5388<br>3311 Northwest 9th Avenue<br>Pompano Beach, FL 33064 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

10/25/15
Approved as to Form and Legal Content:
Office of the General Counsel

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Academy Pompano – Loc. # 5388)

ATTEST:
By _____ -or-
Somerset Academy, Inc., Secretary

By _____
Somerset Academy, Inc., Chairman

-and-
_____
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 Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2015 by David Corcepain
Name of Person

of Somerset Academy 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:

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

_____
Signature – Notary Public

Maria G Devitt
Printed Name of Notary

FF 228851
Notary's Commission No.

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

**C.** **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B**

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

**3)** Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

**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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

**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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

**1)** Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

**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 2015-2016 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;

**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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

1) Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

2) Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

1) Facilitate requests for services from the Bilingual/ESOL department 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. **ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

C. **Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Academy Pompano Middle – Loc. # 5413)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f)** "**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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Academy Pompano Middle – Loc. # 5413<br>3311 Northwest 9th Avenue<br>Pompano Beach, FL 33064 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

06/25/15
Approved as to Form and Legal Content:
Office of the General Counsel

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Academy Pompano Middle – Loc. # 5413)

ATTEST:
By _____ -or-
Somerset Academy, Inc., Secretary

By _____
Somerset Academy, Inc., Chairman

-and-

_____
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 Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2015 by David Concepcion
Name of Person

of Somerset Academy 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:

_____
Signature – Notary Public

Marla G DeVitt
Printed Name of Notary

FF 228851
Notary's Commission No.

(SEAL)

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

**3)** Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

**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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

1) Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

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 2015-2016 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;

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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

**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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

**3) 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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

1) Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

2) Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

1) Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Academy Hollywood – Loc. # 5387)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f) "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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

☒ Exceptional Student Education & Support (Exhibit A)
☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
☒ Coordinated Student Health Education Services (Exhibit C)
☒ Diversity, Prevention & Intervention (Exhibit D)
☒ Student Assessment and Research (Exhibit E)
☒ Student Services - Pooled Premium Services (Exhibit F)
☒ English for Speakers of Other Languages (Exhibit G)
☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Academy Hollywood – Loc. # 5387<br>1704 Buchanan Street<br>Hollywood, FL 33020 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

06/25/15

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

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Academy Hollywood – Loc. # 5387)

ATTEST:
By_____ -or-
Somerset Academy, Inc., Secretary

By_____
Somerset Academy, Inc., Chairman

-and-
_____
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 Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2015 by David Concepcion
Name of Person

of Somerset Academy 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:

(SEAL)

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

_____
Signature – Notary Public

Marla G Devitt
Printed Name of Notary

FF 228851
Notary's Commission No.

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

3) Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

1) Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

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 2015-2016 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;

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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

1) Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

2) Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

1) Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Academy Hollywood – Loc. # 5387)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f) "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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

☒ Exceptional Student Education & Support (Exhibit A)
☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
☒ Coordinated Student Health Education Services (Exhibit C)
☒ Diversity, Prevention & Intervention (Exhibit D)
☒ Student Assessment and Research (Exhibit E)
☒ Student Services - Pooled Premium Services (Exhibit F)
☒ English for Speakers of Other Languages (Exhibit G)
☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Academy Hollywood – Loc. # 5387<br>1704 Buchanan Street<br>Hollywood, FL 33020 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

06/25/15

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

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Academy Hollywood – Loc. # 5387)

ATTEST:
By_____ -or-
Somerset Academy, Inc., Secretary

By_____
Somerset Academy, Inc., Chairman

-and-
_____
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 Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2015 by David Concepcion
Name of Person

of Somerset Academy 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:

(SEAL)

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

_____
Signature – Notary Public

Marla G Devitt
Printed Name of Notary

FF 228851
Notary's Commission No.

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

3) Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

1) Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

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 2015-2016 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;

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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

1) Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

2) Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

1) Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Academy East Preparatory – Loc. # 5391)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f)** "**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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

☒ Exceptional Student Education & Support (Exhibit A)
☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
☒ Coordinated Student Health Education Services (Exhibit C)
☒ Diversity, Prevention & Intervention (Exhibit D)
☒ Student Assessment and Research (Exhibit E)
☒ Student Services - Pooled Premium Services (Exhibit F)
☒ English for Speakers of Other Languages (Exhibit G)
☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Academy East Preparatory – Loc. # 5391<br>2000 South State Road 7<br>Miramar, FL 33023 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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**

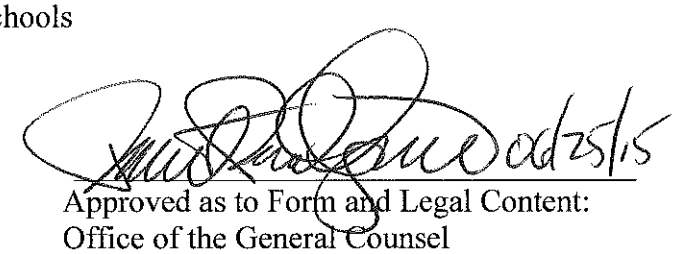
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools



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

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Academy East Preparatory – Loc. # 5391)

ATTEST:
By _____ -or-
Somerset Academy, Inc., Secretary

By _____
Somerset Academy, Inc., Chairman

-and-

_____
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 Monroe

The foregoing instrument was acknowledged before me this 15th day of June, 2015 by David Concepcion
Name of Person

of Somerset Academy 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:

(SEAL)

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

_____
Signature – Notary Public

Marla G Devitt
Printed Name of Notary

FF 228851
Notary's Commission No.

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

**3)** Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

**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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

**1)** Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

**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 2015-2016 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;

**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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

**1)** Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

**2)** Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

**1)** Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Academy Hollywood Middle School – Loc. # 5419)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f) "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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Academy Hollywood Middle School – Loc. # 5419<br>1704 Buchanan Street<br>Hollywood, FL 33020 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

06/25/15
Approved as to Form and Legal Content:
Office of the General Counsel

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Academy Hollywood Middle School – Loc. # 5419)

ATTEST:
By _____ -or-
Somerset Academy, Inc., Secretary

By _____
Somerset Academy, Inc., Chairman

-and-

_____
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 Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2015 by David Concepcion
Name of Person

of Somerset Academy 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:

_____
Signature – Notary Public

Maria G. DeVitt
Printed Name of Notary

GG 228851
Notary's Commission No.

(SEAL)

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

**3)** Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

**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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

**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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

**1)** Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

**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 2015-2016 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;

**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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

1) Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

2) Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

1) Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Charter Academy at North Lauderdale – Loc. # 5003)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f) "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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Charter Academy at North Lauderdale – Loc. # 5003<br>7101 Kimberly Boulevard<br>North Lauderdale, FL 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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

06/25/15
Approved as to Form and Legal Content:
Office of the General Counsel

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Charter Academy at North Lauderdale – Loc. # 5003)

ATTEST:
By_____ -or-
Somerset Academy, Inc., Secretary

By_____
Somerset Academy, Inc., Chairman

-and-
_____
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 18th day of June, 20 15 by David Concepcion
Name of Person

of Somerset Academy, 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: 9/26/17

(SEAL)

CHERILYN KITSON
MY COMMISSION #FF057786
EXPIRES September 26, 2017
(407) 398-0153 FloridaNotaryService.com

_____
Signature – Notary Public

Cherilyn Kitson
Printed Name of Notary

FF057786
Notary's Commission No.

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

**C.** **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

3) Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

**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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

**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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

1) Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

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 2015-2016 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;

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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

**1)** Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

**2)** Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

**1)** Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Prep Charter High Broward Campus – Loc. # 5006)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f) "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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Prep Charter High Broward Campus –Loc. #5006<br>7101 Kimberly Boulevard<br>North Lauderdale, FL 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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be

available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

06/25/15
Approved as to Form and Legal Content:
Office of the General Counsel

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Prep Charter High Broward Campus – Loc. #5006)

ATTEST:
By_____ -or-
Somerset Academy, Inc., Secretary

By_____
Somerset Academy, Inc., Chairman

-and-
_____
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 18th day of June, 2015 by David Concepcion
Name of Person

of Somerset Academy, 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: 9/26/17

(SEAL)

CHERILYN KITSON
MY COMMISSION #FF057786
EXPIRES September 26, 2017
(407) 398-0153 FloridaNotaryService.com

_____
Signature – Notary Public

Cherilyn Kitson
Printed Name of Notary

FF057786
Notary's Commission No.

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

**C.** **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

**3)** Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

**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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

1) Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

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 2015-2016 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;

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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

1) Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

2) Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

1) Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Village Academy – Loc. # 5004)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f)** "**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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Village Academy – Loc. # 5004<br>225 Northwest 29th Street<br>Wilton Manors, FL 33311 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be

available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

10/24/15
Approved as to Form and Legal Content:
Office of the General Counsel

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Village Academy – Loc. # 5004)

ATTEST:
By_____ -or-
Somerset Academy, Inc., Secretary

By_____
Somerset Academy, Inc., Chairman

-and-

_____
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 Monroe

The foregoing instrument was acknowledged before me this 15th day of June, 2015 by David Concepcion
Name of Person
of Somerset Academy 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:

_____
Signature – Notary Public

Marla G. DeVitt
Printed Name of Notary

FF 228851
Notary's Commission No.

(SEAL)

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

**C. Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

**3)** Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

**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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

**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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

**1)** Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

**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 2015-2016 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;

**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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

**2)** Authorize a Work Order Form for Student Services;

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

**4)** Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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)** **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

**1)** Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

**2)** Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

**1)** Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

7) Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

1) **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

2) **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

3) **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

4) **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.

# PREMIUM SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 28th day of July, 2015, 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

**Somerset Academy, Inc.**
(Somerset Academy Village Charter Middle School – Loc. # 5002)

A Florida non-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
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 **July 28, 2015 and conclude on June 30, 2016.** 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) "Assessments"** refers to those assessments that are District offered, but not State-mandated;

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

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

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

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

**(f) "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;

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

**(h) "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;

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

**(j) "IEP"** refers to Individual Education Plan;

**(k) "Premium Services Partners"** refers to one of a number of Schools receiving a pooled premium service; and

**(l) "Contracted hours"** refers to the number of hours and the work schedule hours an SBBC employee is contracted to work.

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

- ☒ Exceptional Student Education & Support (Exhibit A)
- ☒ Exceptional Student Education & Support – Pooled Premium Services (Exhibit B)
- ☒ Coordinated Student Health Education Services (Exhibit C)
- ☒ Diversity, Prevention & Intervention (Exhibit D)
- ☒ Student Assessment and Research (Exhibit E)
- ☒ Student Services - Pooled Premium Services (Exhibit F)
- ☒ English for Speakers of Other Languages (Exhibit G)
- ☒ Athletics and Student Activities (Exhibit H)

**2.04 Non-refundable Services Deposit.** SBBC is authorized to retain a Five Hundred Dollars ($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 through a Work Order Form 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, 4th Floor<br>Fort Lauderdale, Florida 33301 |
| To the School: | Somerset Academy Village Charter Middle School – Loc. # 5002<br>225 Northwest 29th Street<br>Wilton Manors, FL 33311 |

**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 B and F 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 after execution of the Work Order Form. Services requested under Exhibits B and F will be available to participating charter schools no less than Thirty (30) days 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 I.

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 B or F, 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 B or F are subject to a requirement that Fifteen (15) charter schools for Social Work services and Ten (10) charter schools for school psychologist services ("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 B or F will terminate without refund or any additional notice or action from SBBC.

**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 H 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, 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_____
Donna P. Korn, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

08/25/15
Approved as to Form and Legal Content:
Office of the General Counsel

## FOR SCHOOL

(Corporate Seal)

Somerset Academy, Inc.
(Somerset Academy Village Charter Middle School – Loc. # 5002)

ATTEST:
By _____ -or-
Somerset Academy, Inc., Secretary

By _____
Somerset Academy, Inc., Chairman

-and-

_____
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 Monroe

The foregoing instrument was acknowledged before me this 10th day of June, 2015 by David Concepcion
Name of Person

of Somerset Academy 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:

(SEAL)

MARLA G. DEVITT
MY COMMISSION # FF 228851
EXPIRES: May 10, 2019
Bonded Thru Notary Public Underwriters

_____
Signature – Notary Public

Marla G. Devitt
Printed Name of Notary

FF 228851
Notary's Commission No.

## Exhibit A

## 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 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 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-Seven Dollars ($77.00) 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, with the exception of child-specific adaptive equipment, 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; and

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.

3) **Occupational Therapy** services may be purchased from SBBC at a rate of Seventy-eight Dollars ($78.00) 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 equipment and/or materials, with the exception of child-specific adaptive equipment, 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; and

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.

C. **Payments.** The cost of the mutually agreed upon Exceptional Student Education and Support 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 B

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

**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 Exceptional Student Education & Student Support Pooled Premium 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;

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

3) Work with the School and the Exceptional Student Education & Student Support Department to schedule school psychologist services.

**B. School Psychologist.** School Psychologist services may be purchased from SBBC at a rate of Nine Thousand and Six Hundred Dollars ($9,600.00) per year. A school psychologist will be assigned to serve ten (10) charter schools and will provide services to each of the Ten (10) charter schools for no more than Fourteen (14) Seven and a Half (7.5) hour workdays during the term of this Agreement. Total cost for one academic year of school psychology 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. School Psychologist services may include:

a. **Consultations**, on-site or telephone, for academic difficulties, behavior difficulties, socio-emotional interventions, Response to Intervention (RtI) 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. Staff Training must occur during the School Psychologists contracted hours;

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. Parent or student workshops must occur during the psychologists contracted hours; and

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 2015-2016 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 this Exhibit are subject to a requirement that Ten (10) 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 this Exhibit will terminate without refund or any additional notice or action from SBBC. 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 this Exhibit.

## Exhibit C

## 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 Three Hundred Twelve Dollars ($312).

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 Forty Dollars ($240.00).

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 Sixty-Nine Dollars ($69.00) 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. The School is responsible for providing screening equipment for Vision, BMI and Hearing Screening. The School is also responsible for entering student screening data into TERMS.

a. Vision, Hearing, and BMI screenings are available at a cost of Five Hundred Nine Dollars ($509) per Seventy Five (75) students; and

b. Scoliosis screenings are conducted at a cost of One Hundred Eighty Two Dollars ($182) per One Hundred Fifty (150) students.

6) **Medical Equipment** may be purchased or rented by the School under the following conditions:

a. **AAPOS Vision Screening Kit.** The AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 and may be purchased at a cost of Eighty-Three Dollars ($83.00) per kit;

b. **BMI Screening Kit.** The BMI Screening Kit includes a scale and a tape measure for purposes of calculating Body Mass Index (BMI) during health screenings. BMI Screening Kits may be purchased at a cost of Thirty Five Dollars ($35); and

c. **Audiometer Rental.** An audiometer may be rented from SBBC by the School for up to Seven (7) consecutive days. The fee for renting an Audiometer is Two Hundred Dollars ($200.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The audiometer must be used by a trained vision screener. Inspection

of the Audiometer machine will be conducted with a representative from the SBBC and the School prior to rental. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the audiometer will be conducted in the presence of both representatives. Damage to the audiometer will result in the School incurring the cost of repair or replacement.

**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 D

## 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) to Five (5) modules and may include a comprehensive needs assessments of the School's program as well as follow-up materials. Each module is Two Hours (2). 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 E

## STUDENT ASSESSMENT AND RESEARCH

### A. Description of Goods and Services.

**The School will:**

**1)** Submit one request per location number for assessments through an online request form, print the Work Order Form and retain the Work 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 10th 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 10th Avenue, Oakland Park, FL 33309;

**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 2015-2016 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;

**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. There is One (1) BAFS administration available for Grades 3-10 in various subjects. The School may choose which grade levels will participate in the BAFS. The School agrees to purchase all BAFS subtests (Reading and Math, Science and enrollment-based End Of Course Assessments) assigned to each chosen grade level. The price of each BAFS subtest is Three Dollars ($3.00) per assessment per student;

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 promotion criteria in grades 1 and 2 in 2015-2016. Schools are required to score and enter these assessments within two weeks after testing in order for results to be uploaded to TERMS. Schools that opt to participate in the Primary Reading Mid-Year and End-of-Year and the Mathematics EOY Assessments will incur a fee of Two Dollars ($2.00) per assessment per student. Schools are required to score and enter these assessments within two weeks after testing, in order for results to be uploaded to TERMS;

3) **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. Charter schools may choose to participate in the CogAT for an initial fee of Six Dollars ($6.00) 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 of Two Dollars ($2.00), unless additional test books are ordered, in which case a Six Dollar ($6.00) fee per student will be incurred for those students for whom test booklets were ordered. The Two Dollar ($2.00) 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 online enrollment form. 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 (45) days 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 (45) days before the first day of the assessment's administration, the School will be charged the full-price of the requested assessments.

## Exhibit F

## STUDENT SERVICES - POOLED PREMIUM 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;

2) Authorize a Work Order Form for Student Services;

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

4) Submit referrals for social work services through the Innovative Programs Design/Support Department.

**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) **Annual School Social Work** services may be purchased from SBBC at a rate of Six Thousand and Ninety-Six Dollars ($6,096.00) per year for a maximum of Sixty-Eight (68) hours during the term of this Agreement. A school social worker will be assigned to serve fifteen (15) charter schools. 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. 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 may take up to Ten (10) hours to complete. Completion of

assessment referrals is contingent upon the School providing adequate notice to the Social Worker and scheduling a required amount of time with the Social Worker;

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. Crisis Intervention Team 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.

2) **Additional Social Work** services are available to Premium Service Partners for an additional fee. Additional social work services include:

a. **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 Seven Hundred Seventy Eight ($778.00).

b. **Parent or Student Workshops** presented by Social Workers may be available after contracted hours 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 Sixty Three Dollars ($163.00).

c. **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 Ninety (90) to One Hundred Eighty (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 Thirty Two Dollars ($1,632.00) or Four Hundred Two Dollars ($402.00), 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 this exhibit are subject to a requirement that Fifteen (15) 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 this exhibit 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 this exhibit 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 this exhibit.

## Exhibit G

## ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

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

**The School will:**

**1)** Submit a request for services from the Bilingingual/ESOL department to SBBC's Innovative Programs Design/Support Department; and

**2)** Authorize a Work Order Form for services from the Bilingual/ESOL Department.

**The SBBC will:**

**1)** Facilitate requests for services from the Bilingual/ESOL department 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. ELLevation Platform Subscription.** The Ellevation Platform Subscription is an online English Language Learners (ELL) program management system for use by school administrators and ESOL Coordinators to inform instruction and manage reporting. The ELLevation Platform Subscription offered through this Agreement is in addition to the ELLevation Platform Subscription(s) offered to the School as a sponsor provided service. Additional ELLevation Platform Subscriptions may be purchased at a rate of Three Hundred Sixty dollars ($360.00) per user. Additional ELLevation products may be available.

**C. Payments.** Payment for services from the Bilingual/ESOL Department 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 H

## ATHLETICS AND STUDENT ACTIVITIES

### A. Description of Goods and Services.

**The School will:**

**1)** Submit a request for Athletics and Student Activities to SBBC's Innovative Programs Design/Support Department;

**2)** Authorize a Work Order Form for Athletics and Student Activities by July 31, 2015;

**3)** Enter into an executed Agreement with the SBBC by July 31, 2015;

**4)** Maintain both a boys and a girls team for the term of this Agreement for each Middle School Athletics Association (MSAA) sport that the School agrees to participate in;

**5)** Arrive at all games on time and with an adequate number of players for participation in a game in accordance with MSAA rules;

**6)** Maintain participation in three out of five available MSAA sports throughout the term of this agreement. Available MSAA sports include: soccer, flag football, volleyball, basketball and track; and

**7)** Submit a non-refundable check to SBBC's Director of Athletics and Student Activities, 600 SE 3rd Avenue, 3rd Floor, Fort Lauderdale, FL 33301, in the amount of Two Hundred Fifty Dollars ($250.00) made payable to Broward County Athletic Association no later than July 31, 2015.

**The SBBC will:**

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

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

**3)** Coordinate scheduling of home and away games, including game dates, times and location, facility operations, security, and officials.

**B.** **Athletics and Student Activities Services.** Participation in the following MSAA sports are available to schools that are unable to host visiting teams at home due to lack of access to home team facilities and, therefore, must play all games at away facilities:

**1)** **MSAA Soccer** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Six Hundred Seventy One Dollars ($1,671.00) per year. A minimum of seven (7) soccer players per team are required to start a game, and each team must have no less than seven (7) players to continue the game;

**2)** **MSAA Basketball** participation includes ten (10) games, five (5) home and five (5) away games, and may be purchased at a rate of Two Thousand One Hundred Eighty Four Dollars ($2,184.00) per year. A minimum of five (5) basketball players per team are required to start a game, a team cannot continue to play with fewer than three (3) players;

**3)** **MSAA Volleyball** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand One Hundred Twenty Four Dollars ($1,124.00) per year. A minimum of six (6) volleyball players per team is required to start a game, a team cannot continue to play with fewer than four (4) players; and

**4)** **MSAA Flag Football** participation includes eight (8) games, four (4) home and four (4) away games, and may be purchased at a rate of One Thousand Five Hundred Seventeen Dollars ($1,517.00) per year. A minimum of seven (7) flag football players per team is required to start a game, and each team may have no less than 5 players to continue a game.

**C.** **Payments.** Payment for Athletics and Student Activities 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.** **Forfeiture.** The School is obligated to establish and maintain both a boys and a girls team, as defined by MSAA rules, for each MSAA sport, in which the School agrees to participate. Failure by the School to maintain both a boys and a girls team for each agreed upon sport throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School is also obligated to arrive at all scheduled games on time and with an adequate number of players, in accordance with MSAA guidelines. Failure by the School to arrive at games on time or with an adequate number of players throughout the term of this Agreement will result in a forfeiture of remaining participation in the sport for the term of this Agreement. The School will not receive a refund for forfeited games.