

AGREEMENT

THIS AGREEMENT is entered into and effective as of the _____ day of _____, 2016,
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

Advance Education, Inc.
(hereinafter referred to as AdvancED)
9115 Westside Parkway, Alpharetta, GA 30009

WHEREAS, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, and its implementing regulations, including, without limitation, 34 C.F.R. Part 99 and 34 C.F.R. Section 99.31(a)(7), permit SBBC to make disclosures of personally identifiable information student education records to accrediting organizations to carry out their accrediting functions, and

WHEREAS, AdvancED, will be conducting an accreditation review of SBBC's operations including an accreditation site visit scheduled for October 23-26, 2016 during which personally identifiable information from student education records for the purpose of school accreditation may be accessible; and

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 3.04 of this Agreement, the term of this Agreement shall commence upon the execution by all parties and conclude on December 31, 2017.

2.02 **Responsibilities**. AdvancED and SBBC shall be responsible for all unified policies and procedures outlined in **Exhibit A, AdvancED Accreditation Policies and Procedures for AdvancED Accreditation**. In addition to the responsibilities outline in **Exhibit A**, AdvancED shall: a) provide access to the AdvancED Standard for Quality ("Standards"), the Adaptive System of School Improvement Support Tools® ("ASSIST®") or a similar improvement platform (hereinafter referred to as "Improvement Platform") in order to perform accreditation services; (b) evaluate the quality and the continuous improvement processes of SBBC; and (c) lead External Review Visit for the SBBC ("Services").

2.03 **Family Educational Rights and Privacy Act (FERPA) Compliance**. In addition to the requirements under section 3.10 Student Records, AdvancED will comply with the requirements of **Exhibit B, Safeguarding the Confidentiality of Student Records and Information**.

2.04 **Limitations on Disclosure of Student Educational Records**. AdvancED agrees that in the event that AdvancED has access to personally identifiable information contained in student records, it shall not disclose such records for which it is afforded access by SBBC in a manner contrary to FERPA, 34 C.F.R. Section 99.33 and other applicable law. AdvancED agrees not to disclose personally identifiable information from a student education record to any other party without the prior consent of the parent or eligible student. AdvancED acknowledges that its improper disclosure of personally identifiable information in student education records in violation of FERPA and other applicable law shall be reported by AdvancED to SBBC immediately upon discovery

and may cause AdvancED to be subject to the penalties set forth in 34 C.F.R. Section 99.33, as amended from time to time. This provision shall survive the termination of this Agreement.

2.05 **Inspection of Advance Education, Inc. Records by SBBC.** Advance Education, Inc. 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 Advance Education, Inc. 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 Advance Education, Inc. pursuant to this Agreement. Advance Education, Inc. 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. Advance Education, Inc. Records subject to this section shall include any and all documents related to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **Advance Education, Inc. Records Defined.** For the purposes of this Agreement, the term "Advance Education, Inc. 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, and photographs that are related to the services that AdvancED provides under this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Advance Education, Inc. Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Advance Education, Inc. pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide Advance Education, Inc. reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to Advance Education, Inc. facilities and to any AdvancED Records, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by Advance Education, Inc. to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Advance Education, Inc. claims for payment by SBBC.

(f) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Advance Education, Inc. Advance Education, Inc. in excess of five percent (5%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Advance Education, Inc. If the audit discloses billings or charges to which Advance Education, Inc. is not contractually entitled, Advance Education, Inc. shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Advance Education, Inc. Advance Education, Inc. under two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SBBC.

(g) **Inspection of Subcontractor's Records.** Advance Education, Inc. shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section.

(h) **Inspector General Audits.** Advance Education, Inc. shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials pursuant to applicable local, state or federal law or other regulations authorizing such inspection, review, investigation, or audit.

2.06 **Background Screening:** AdvancED 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. This background screening will be conducted by SBBC in advance of AdvancED or its personnel providing any services under the conditions described in the previous sentence. AdvancED 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 AdvancED and its personnel. The parties agree that the failure of AdvancED 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. AdvancED 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 from AdvancED's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. The parties acknowledge that AdvancED will not have access to school grounds or have direct contact with students during the term of this Agreement without an escort by SBBC staff at all times. Should AdvancED not be escorted by SBBC staff, then it must comply with the above stated requirements.

2.07 **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: Robert W. Runcie, Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Veda Hudge, Director
The School Board of Broward County, Florida
Pompano Administrative Center/Office of Service Quality
610 NE 13th Avenue
Pompano Beach, Florida 33060

With a Copy to: Todd Sussman, Privacy Officer, Risk Management Department
The School Board of Broward County, Florida
600 Southeast Third Avenue, 11th Floor
Fort Lauderdale, Florida 33301

To AdvancED: Mari Thornton, Administrative Assistant
AdvancED, Inc.
The University of West Florida
11000 University Parkway, Building 78, Room 117B
Pensacola, FL 32514

With a Copy to: Kenneth Bergman, Chief Legal Officer
AdvancED, Inc.
9115 Westside Parkway
Alpharetta, GA 30009

2.08 **Liability.** 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.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, 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.

B. By AdvancED: AdvancED agrees to indemnify, hold harmless and defend SBBC, its agents, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's

fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by AdvancED, its agents, servants or employees; the equipment of AdvancED, its agents, employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AdvancED or the negligence of AdvancED's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by AdvancED, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any 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 SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05. Notwithstanding the foregoing, in the event of termination pursuant to Sections 3.05 and 3.06, SBBC shall remit payment for all sums due pursuant to 3.27 and 3.28 within thirty (30) days of notice of termination.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **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 (“Public Records”); (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 Agreement 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 its 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.

3.10 **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 and 1002.221, Florida Statutes; FERPA, and 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 AdvancED, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the AdvancED 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 and/or 1002.221, Florida Statutes.

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

3.12 **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.

3.13 **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.

3.14 **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.

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

3.16 **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.

3.17 **Incorporation by Reference.** Exhibits A, B, and C attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

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

3.26 **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.

3.27 **Travel.** Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies; and such reimbursement shall be net 45 days from the date of a proper and appropriate invoice and back-up documentation. Additionally, amounts for travel shall not exceed the travel budget of \$31,500. *A copy of the Total External Review Expense Budget, which includes the travel budget for the External Review is attached and incorporated as Exhibit C.*

3.28 **Payment terms for External Review fee.** SBBC shall pay AdvancED a fee of \$3,750 for the External Review as described in this Agreement. On or after August 1, 2016, AdvancED shall submit an invoice to SBBC for the External Review fee and SBBC shall pay same fee net 30 days from the invoiced date.

3.29 **Obligations of SBBC.** AdvancED's completion of some or all of the Services are subject to SBBC providing certain content, data, specifications and/or other items as identified by AdvancED. The timeline and AdvancED's allocation of its resources assume that the SBBC will provide, at or before the time that it is needed, anything required for AdvancED to perform the Services. The timing for the delivery of Services also assumes that information provided by SBBC is accurate. SBBC acknowledges that any change in data may result in delays that may jeopardize the meeting of deadlines. AdvancED will not be in breach of the Agreement due to any deadlines missed due to changes in data or specifications requested by SBBC.

3.31. **License; Intellectual Property Rights.**

a. AdvancED hereby grants a non-exclusive and non-transferable, limited license for the use of the AdvancED Standards for Quality Schools and Systems ("Standards"), the Adaptive System of School Improvement Support Tools® ("ASSIST®"), and any other improvement tools, materials, and products provided by AdvancED (collectively, "AdvancED Products") to BCSD as necessary to accomplish the goals and meet the requirements of this Agreement. The license for AdvancED Products shall be used solely for the purposes of this Agreement and solely in collaboration with AdvancED to provide the Services. Said license shall expire upon the termination or expiration of this Agreement.

b. Except as set forth in Section 3.31(c), neither party to the Agreement will have any claim to the ownership of any intellectual property rights that belong to the other party at the date of the execution of the Agreement or that the other party creates or develops pursuant to the Agreement, and nothing in the Agreement will transfer or assign, or obligate a party to transfer or assign, any intellectual property right now or in the future to any other party to the Agreement or third party.

c. All intangible property, inventions, improvements, discoveries, trade secrets, know how, copyrightable work, and any other intellectual property, including any patent, copyright registration, or application therefor, that may be created or developed pursuant to the Agreement, whether or not patentable or copyrightable, which relate to any AdvancED Products, services, systems, tools, or proprietary information or processes, shall be and remain the sole property of AdvancED and no rights in such intellectual property shall be conferred to or upon or be granted or otherwise vested in any other party, and Parties further agree to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision. AdvancED shall retain any and all property rights to any and all equipment, supplies, files, accreditation materials and intellectual property produced, supplied or paid for by AdvancED. Any modification or enhancements to AdvancED Products necessary to meet the requirements of this Agreement are and shall remain the property of AdvancED.

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR AdvancED

(Corporate Seal)

Advance Education, Inc.
9115 Westside Parkway
Alpharetta, GA 30009

ATTEST:

By *Kent*
Kenneth I. Bergman, Chief Legal Officer

_____, Secretary

-or-
Witness *Jean Brun*
Beverly A. Bryant
Witness *Beverly Bryant*

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 Georgia
COUNTY OF Forsyth

The foregoing instrument was acknowledged before me this 16 day of

June, 2016 by Kenneth I Bergman of
Advance Education, Inc Name of Corporation or Agency, on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and

did/did not first take an oath.

Type of Identification

My Commission Expires: 11/26/2018

Patricia Eddinger
Signature - Notary Public

Patricia Eddinger
Printed Name of Notary

(SEAL)

W-00194465
Notary's Commission No.

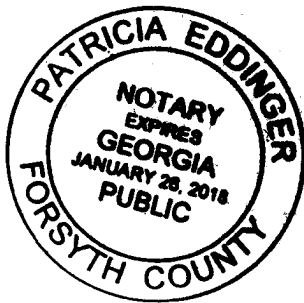


EXHIBIT A

AdvancED Accreditation Policies and Procedures

AdvancED Accreditation Policies and Procedures for AdvancED Accreditation Updated June 25, 2015

The AdvancED Accreditation Policies and Procedures outlined in this document represent the unified policies and procedures for accreditation from AdvancED and its Accreditation Divisions: North Central Association Commission on Accreditation and School Improvement (NCA CASI), Northwest Accreditation Commission (NWAC) and Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI), herein collectively referred to as AdvancED.

These policies and procedures apply to all schools/school systems seeking AdvancED Accreditation.

For the purposes of these policies, the term school system includes school districts, systems of schools, corporations and Education Service Agencies.

POLICY I: ACCREDITATION

1.01 Accreditation. In order to earn and/or maintain AdvancED Accreditation, a school or school system must: 1) meet the Accreditation Standards, Policies and Procedures of AdvancED; 2) host an External Review Team at least once every five years; 3) engage in continuous improvement; 4) submit all required accreditation reports; and 5) pay all required accreditation fees. The revision and adoption of the Accreditation Policies and Procedures of AdvancED shall be the responsibility of the AdvancED Accreditation Commission with ratification from the AdvancED Board of Trustees.

POLICY II: TERM AND REQUIREMENTS OF ACCREDITATION

2.01 Term. A school/school system is accredited for a five-year term, as long as the school/school system continues to satisfy the conditions for accreditation:

- a. The school/school system adheres to the AdvancED Accreditation Standards and Policies and authentically engages in the AdvancED process and procedures for continuous improvement to achieve results.
- b. Between twelve months and four weeks prior to the External Review the school/school system completes and submits the AdvancED Self Assessment and other documentation required for the External Review.
- c. The school/school system hosts an External Review at least once every five years.
- d. No later than two years following the External Review, the school/school system completes a progress report on the team's Improvement Priorities. (A school/school system placed on Accredited Under Review, if required, must submit more frequent progress reports.)
- e. The school/school system pays accreditation fees as required.

2.02 Additional Requirements. In addition to satisfying the conditions outlined in 2.01, a school/school system must adhere to the following:

- a. Compliance with Applicable Governmental Requirements. The school/school system must comply with all applicable governmental requirements, including any requirements for governmental approval, recognition or accreditation. A school's/school system's loss of its governmental approval, recognition or accreditation may be grounds for an accreditation review and monitoring review that may result in a change in accreditation status in accordance with the procedures outlined in this document.
- b. Non-discriminatory Admission of Students. Schools and school systems accredited through AdvancED shall not discriminate on the basis of race, creed, color, sex, national or ethnic origin, age or disabilities or act unlawfully in the administration of their educational policies, scholarship, admission and loan programs.
- c. Records Retention. Schools/school systems are required to maintain and implement a records retention system that meets applicable government requirements for all operating, financial, personnel and student records. The records retention system applies to paper and electronic records, includes appropriate back-up systems, and details consistent processes for records destruction. Schools/school systems must identify processes for the ongoing access and maintenance of all relevant records in the event of school/system closure.
- d. Institutional Integrity. A school/school system is required to represent itself accurately in all aspects of the accreditation process. If a school/school system misrepresents itself, including accreditation status, to the public; has

any condition that may be detrimental to the clientele of the school/school system; or falsely reports its compliance with the policies and Standards for accreditation; the school's/school system's accreditation can be dropped. If a school's/school system's accreditation is recommended to be dropped, the school/school system shall be afforded due process in consideration of such action.

e. Substantive Change. A school/school system must report to AdvancED within sixty (60) days of occurrence any substantive change in the school/school system, which changes the scope and/or has an impact on the school's/school system's ability to meet the AdvancED Standards and Policies. The report of a substantive change must describe the change itself as well as detail the impact of the change on the quality of education in the school/school system. Substantive change areas include, but are not limited to, the following:

- Consolidation or reorganization of the school
- Mission and purpose of the institution
- Governance structure of the school/school system including changing to a charter school/school system, being the subject of a state takeover or a change in ownership
- Grade levels served by the school/school system
- Staffing, including administrative and other non-teaching professional personnel
- Available facilities, including upkeep and maintenance
- Level of funding
- School day or school year
- Establishment of an additional location geographically apart from the main campus
- Student population that causes program or staffing modification(s)
- Available programs, including fine arts, practical arts and student activities

School/school system failure to submit a substantive change may result in changes to the school's/school system's accreditation status and/or loss of accreditation.

f. Credits or Grade Placement. An AdvancED school shall accept and classify transfer credits earned or grade placement from schools that are accredited by a recognized national, regional (1) or state accrediting agency without further validation based on the school's policies and procedures governing such offerings. The school's policies and procedures should be designed to ensure proper academic placement of the student.

A school may accept credits or grade placement from non-accredited schools when validated by one or more of the following procedures: a review of the student's academic record, an analysis of a sending school's curriculum, a review of a portfolio of student work or through an assessment of scholastic performance. The receiving school must maintain policy and procedures to govern the acceptance of credit or grade placement from non-accredited sources.

A school should provide prompt and accurate transcript services for students entering or leaving the school in accordance with local policy.

(1) Recognized regional accrediting agencies include the Southern Association of Colleges and Schools, Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Northwest Accreditation Commission, and the Western Association of Schools and Colleges.

2.03 AdvancED Responsibilities. AdvancED is responsible for ensuring school/school system adherence to the AdvancED Standards and Policies, conducting an External Review to every school/system at least once every five years, reviewing all school/school system reports, granting accreditation status for all schools/school systems, responding to complaints by and about schools/school systems, and maintaining accurate, complete and timely records.

a. Codes of Conduct. In performing the responsibilities outlined above, all agents of AdvancED shall adhere to the AdvancED Code of Ethics, AdvancED Conflict of Interest Policy and AdvancED Confidentiality Statement including Family Educational Rights and Privacy Act (FERPA) Compliance.

b. Gifts. Members of External Review Teams and other agents of AdvancED who provide services to schools/school systems are prohibited from accepting gifts, other than school/school system logo items of minimal value, from schools/school systems.

c. Investigations. In performing its duties, AdvancED may investigate an accredited school/school system on any matter related to possible violations of AdvancED Standards and Policies at any time. AdvancED shall use its

judgment and discretion in determining if a complaint rises to a level justifying and investigation. Investigations will only be initiated when supported by substantial evidence and when they involve matters that could seriously hinder or disrupt the educational effectiveness of the institution and ability of the institution to meet the AdvancED Accreditation Standards or Policies. All investigations shall be conducted with proper attention to due process, and procedures shall be followed to protect the rights of all parties. The accreditation status of an accredited school/school system may be changed as deemed appropriate through the investigative process, and timelines set forth in Policy III may not necessarily apply to special investigations and subsequent monitoring reviews. When warranted by a change of status recommendation, the results of an investigation shall be reported to the appropriate AdvancED Council or AdvancED Accreditation Commission or successor board/commission for appropriate action.

d. Maintenance of and Public Access to School/System Records. AdvancED maintains a record retention system that includes procedures for maintenance and access to school/school system records. AdvancED retains all school/school system final accreditation reports and official correspondence for a 10-year period, documenting two full terms of accreditation. AdvancED makes available for public access the school's/school system's accreditation status, school's/school system's term of accreditation, and school's/school system's date of initial accreditation. AdvancED reserves the right to make available for public access the school's/school system's Executive Summary, External Review Report, Accreditation Progress Report, and any special or interim accreditation reports.

e. Confidentiality Statement. As part of the accreditation process, schools/school systems/education providers submit to AdvancED information considered to be of a proprietary and confidential nature. Other than granting a limited license to use said information for the purposes of providing accreditation and school improvement services to the school/school system/education provider, AdvancED recognizes that the submission of information does not transfer ownership of said property to AdvancED. AdvancED retains all rights, title and interest in the work product produced, including but not limited to supporting notes, analyses, interpretations and impressions compiled by agents of AdvancED as part of the accreditation and school improvement process. Any and all information provided to or collected by AdvancED as part of the accreditation process shall be safeguarded in a manner comparable to a standard of reasonable care exercised by other agencies engaged in accreditation and school improvement activities. AdvancED will maintain the documentation and evidence submitted by the school/school system/education provider in a password controlled, access restricted environment.

In addition, AdvancED, as well as all agents of AdvancED, will be required to adhere to the AdvancED Code of Ethics, AdvancED Conflict of Interest Policy and AdvancED Confidentiality Statement including Family Educational Rights and Privacy Act (FERPA) Compliance. If AdvancED is required by legal, judicial or administrative process to disclose information beyond the school/school system/education provider's Executive Summary, External Review Report, Accreditation Progress Report and any special or interim accreditation reports, AdvancED shall promptly notify the school/school system/education provider and allow the school/school system/education provider time to oppose such process. Nothing contained herein shall obligate AdvancED to oppose such process and all cost incurred in opposing said process shall be the responsibility of the school/school system/education provider seeking protection.

Information shall not be deemed confidential or proprietary for purposes of this policy, if said information: (a) is already known to AdvancED at the time of disclosure; (b) is or becomes publicly known through no wrongful act of AdvancED or its agents; or (c) is disclosed by the actions of a non-restricted third party. Nothing contained herein shall interfere with the legal obligation of AdvancED to report instances of child abuse, sexual harassment or discrimination or any other affirmative reporting requirements under any applicable laws and/or governmental regulations.

POLICY III: ACCREDITED AND NON-ACCREDITED STATUSES

3.01 Accredited Status. There are two accreditation statuses that may be conferred on a school/school system as a result of an External Review. The accreditation status is based on the performance of a school/school system in areas related to the Accreditation Standards, Policies, Assurances, student performance results and stakeholder feedback. No provisions in Policy III prevent a school's/school system's accreditation status from being changed upon a different timeline established due to the findings of a special investigation and/or possible subsequent monitoring reviews.

- a. Accredited
- b. Accredited Under Review

3.02 Non-accredited Status. There are three non-accredited statuses that may be conferred on a school/school system.
a. Applicant. The school/school system has submitted formal application for accreditation but has not yet hosted the Readiness Review. A school/school system may also be in the applicant category if it has submitted formal application,

hosted the Readiness Review, and been found by the Readiness Review Team and AdvancED Operations Office to not have the capacity to meet the Standards required to earn accreditation. A school may remain an applicant for no more than two years. Permission to extend this time period may be granted by the AdvancED Operations Office. If the school/school system fails to achieve accredited status within the time period allotted, said school/school system must wait two years and begin the process anew.

An applicant school/school system may not project future or expected accreditation status. All applicant schools/school systems are not accredited until such status is officially granted. In any public announcements regarding the school's/school system's pursuit of accreditation, the applicant school/school system must avoid any implication that applicant status equates with accreditation or automatically leads to accreditation. AdvancED's Accreditation Divisions shall have full authority and discretion to deny accreditation status to any school/school system determined by AdvancED to be in violation of this policy. While an applicant, the school/school system pays full accreditation fees.

b. Candidate. The school/school system has submitted formal application and has hosted the Readiness Review. The Readiness Review Team and AdvancED Operations Office find that the school/school system has the capacity to meet the Standards required to earn accreditation, but the school/school system has not yet hosted an External Review Team. A school/school system may remain in candidacy for no more than two years. This status may be extended upon approval by the AdvancED Operations Office. During candidacy, the school/school system pays full accreditation fees.

A candidate school/school system may not project future or expected accreditation status. All candidate schools/school systems are not accredited until such status is officially granted. In any public announcements regarding the school's/school system's pursuit of accreditation, the candidate school/school system must avoid any implication that candidacy status equates with accreditation or automatically leads to accreditation. AdvancED's Accreditation Divisions shall have full authority and discretion to deny accreditation status to any school/school system determined by AdvancED to be in violation of this policy.

c. Dropped. The school/school system:

1. Does not meet the Standards or requirements of the accreditation process; or
2. Finds it is no longer able to meet the AdvancED Standards and/or Accreditation Policies and notifies the respective AdvancED Operations Office that it wishes to have its accredited status dropped; or
3. Has been Accredited Under Review and fails to make substantial progress on the Improvement Priorities within the timeframe established by AdvancED policies and procedures or review team recommendation; or
4. Has been found by an investigative team to no longer adhere to the Standards and accreditation requirements or procedures (refer to section 6.04); fails to cooperate with any accreditation team investigation or request for information;
or
5. Fails to pay accreditation fees.

The dropped status is effective on the date set by the AdvancED Accreditation Commission. A school/school system that has been dropped from accreditation must remove all references to its accredited status from school/school system diplomas, certificates, websites, buildings, literature and the like.

A dropped school/school system may seek reinstatement within one year of receiving the dropped status. After one year, the dropped school/school system must reapply and follow the same procedures as new schools/school systems.

3.03 Ongoing Monitoring. The accredited/non-accredited status of a school/school system is regularly monitored by AdvancED's Accreditation Divisions and Operations Offices and may be changed based on new or corrected information provided by the school/school system, External Review Team Reports, reports from Special Reviews, complaints submitted or other sources.

3.04 Reinstatement. Schools/school systems may request reinstatement of their accredited status with their original date of accreditation if they were dropped from accredited status in the prior year. The steps for reinstatement are as follows:

- a. School contacts the AdvancED Operations Office to obtain the Request for Reinstatement form.
- b. School completes the Request for Reinstatement form and submits its current accreditation fees, which include annual fees and reinstatement fee, to the Finance Department.

- c. The AdvancED Accreditation Division Office contacts the school to confirm receipt of the request and notifies the AdvancED Operations Office.
- d. The AdvancED Accreditation Division Office includes the Request for Reinstatement form with its accreditation actions/recommendations for review by the appropriate AdvancED Council with final action by the AdvancED Accreditation Commission.

The school's accreditation term continues. The school is reinstated in its original accreditation term. The school must satisfy all requirements of the accreditation term in which it is being reinstated. A school that dropped in its fifth year of the accreditation term and reinstates must host an External Review upon reinstatement.

POLICY IV: PROCEDURES FOR INITIAL ACCREDITATION

4.01 Overview. Schools/school systems seeking initial accreditation must demonstrate that they meet the AdvancED Standards and Policies, have the capacity to support school/school system improvement, and are committed to growth in student learning and organizational effectiveness.

4.02 General Guidelines. Following are general guidelines for all schools/school systems seeking initial accreditation:

- a. A school/school system must be in operation for at least two years with demonstrated financial stability before it may be accredited.
- b. A school/school system must certify that it possesses the appropriate licenses to operate if licensing is required by local or state statutes.
- c. A school/school system must host a readiness review within two years after applying or within the time period allotted by the AdvancED Operations Office.
- d. A school/school system must host an External Review within two years after becoming a candidate or within the time period allotted by the AdvancED Operations Office.
- e. A school/school system that does not host the Readiness Review or External Review within the prescribed time period must re-apply.

4.03 Application Process. The school/school system must complete and submit all required application materials, including application dues/fees.

The new school application fee applies to any new school that is making application as a single school. Schools that apply as part of a group of schools at the same time (such as two or more schools from a school system or diocese) pay one application fee for the full group. For example, a school system that wishes to submit applications for multiple schools pays only one application fee as long as all of the schools' applications are submitted at the same time.

4.04 Readiness Review and Candidacy Status. Upon receipt of completed application materials, the appropriate AdvancED Operations Office coordinates a readiness review to the school/school system. The purpose of the review is to:

- a. Determine if the school/school system has the capacity and integrity to meet and adhere to the AdvancED Standards and Policies.
- b. Determine if the school/school system has the capacity to support continuous school improvement.
- c. Make a determination if the school/school system should become a candidate for accreditation or remain as an applicant.

Upon achievement of candidate status, the school/school system completes the Self Assessment as well as other required documents and prepares for the External Review.

4.05 External Review and Accreditation Recommendation. The candidate school/school system hosts an External Review within two years of receiving candidacy status. The External Review Team makes an accreditation recommendation that is reviewed, along with other documentation, by the Operations Office, the AdvancED Council that grants the final accreditation status and the AdvancED Commission or successor board/commission which reviews and ratifies the final accreditation actions.

4.06 Earning Accredited Status. Upon achieving accredited status, the school/school system engages in the tasks required of all schools/school systems to maintain their accredited status.

4.07 Remaining in Candidacy Status. If accreditation is not conferred on the school/school system, the school/school system remains as a candidate for accreditation. To achieve accreditation, the school/school system must meet the requirements specified in the External Review Report within one year. It must submit documentation to its respective AdvancED Operations Office, which will make an accreditation recommendation for review and approval by the appropriate governing authority. If the school/school system fails to meet the requirements specified in the External Review Report, its candidacy status will be removed.

4.08 Schools from a School System that is District Accredited. Schools applying for initial accreditation that are part of districts or systems that are district accredited use the following procedures.

- a. The school completes and submits an application for accreditation.
- b. The school system certifies that the school meets AdvancED Accreditation Standards and is actively engaged in the school system's process for quality assurance.
- c. Upon receiving the school system's certification, the AdvancED Operations Office makes an accreditation recommendation that is submitted for action to the appropriate AdvancED Council for the relevant jurisdiction with ratification by the AdvancED Accreditation Commission.
- d. Upon earning accredited status, the school engages in the school system's approved plan or accreditation.
- e. If the school is not recommended for accreditation, the school system must submit a plan for how it will address any noted deficiencies to ensure the school is ready for accreditation within a year.

POLICY V: PROCEDURES FOR CONSOLIDATED, REORGANIZED, AND OTHER SCHOOLS

5.01 Consolidated Schools. With the concurrence of the AdvancED Council, a consolidated school may retain continuing accreditation provided that at least one of the schools involved in the consolidation is accredited by AdvancED at the time of the consolidation. There must be no break in accreditation. The school must submit written notification of consolidation to the appropriate AdvancED Operations Office. The AdvancED Operations Office will review the notification with the appropriate AdvancED Council for concurrence and submit appropriate forms/notification to the AdvancED Accreditation Division Office.

5.02 Reorganized Schools. A new school or schools formed by reorganization of an accredited school may retain continuing accreditation with the concurrence of the appropriate AdvancED Council. The reorganized school must submit written notification of its reorganization to the appropriate AdvancED Operations Office. The AdvancED Operations Office will review the notification with the AdvancED Council and determine whether the reorganized school may continue its accreditation or be required to apply as a new school and follow the new school procedures.

5.03 Extension or Branch Campuses. An extension or branch campus of a school can be accredited as part of the main campus provided the following conditions are met:

- a. The extension or branch campus is under the direct supervision of the administrative head of the main campus school.
- b. The extension or branch campus serves students from the main campus (it does not serve students from more than one school).
- c. The extension or branch campus provides a program of services that are a part of the total educational program (it does not duplicate services or programs.).
- d. The director or supervisor of the extension or branch campus reports directly to the administrative head of the main campus school.
- e. The extension or branch campus operates under the same state education agency school number as the main campus.

5.04. Schools within a School. Schools within a school are treated as separate schools and are required to comply with all AdvancED accreditation requirements if the state education agency has provided them with distinct school numbers. If the schools share the same state provided school number, they may be treated as one school by AdvancED.

POLICY VI: PROCEDURES REGARDING COMPLAINTS BY AND ABOUT ACCREDITED SCHOOLS/SCHOOL SYSTEMS

6.01 Written complaint. Any complaints submitted by and about schools/school systems must be submitted in writing, either paper or electronic notices are acceptable. All complaints should include the following information to allow for proper review and if determined, in the sole discretion of AdvancED's Accreditation Divisions, appropriate investigation:

- a. The name, address, phone number and other pertinent contact information of the complainant.
- b. A description of the circumstances or events and any relevant documentation that support the complaint.
- c. A statement of relationship with the individual involved, if the complainant is not the aggrieved individual. Complaints concerning individual students will only be investigated or sent to the school if the complaint is made or authorized by a student of majority age or by an individual that has the legal authority and right to represent the student.
- d. The name, address and other contact information for the individual at the school/school system that has been contacted by the complainant to resolve the problem or situation.
- e. Permission for representatives of AdvancED to access any records concerning the complainant if such records are

not available to the public.

f. A statement of first-hand knowledge of the substance of the complaint, unless the complaint is supported by reliable documentation.

6.02 Complaints Regarding Child Abuse, Sexual Harassment, or Discrimination. Any complaint that identifies potential child abuse, sexual harassment or discrimination on the part of a student or staff member, shall be forwarded immediately to the appropriate agency authorized to investigate such complaints. Unsigned complaints concerning potential child abuse, sexual harassment or discrimination will be forwarded to the principal and the superintendent or other similar official in the school/school system's organization. Findings by the appropriate agency may result in action by AdvancED's governing board or its successor board/commission if the findings are made available to the governing board.

6.03 Individual Grievances. Isolated and individual grievances between a school/school system and person are not adjudicated. Complaints of that nature, documented and signed by the person initiating the complaint, will be forwarded to the school/school system. The school/school system shall respond to the complaint within 30 days. A copy of the complaint and the school/school system's response to it will be retained by the appropriate AdvancED Operations Office. If several individual complaints against a school suggest a particular violation or pattern of violations, which might affect the school/school system's ability to meet AdvancED Standards or Policies, further investigation may be authorized and shall occur within a reasonable period of time.

6.04 Investigation of Complaints. Complaints that are determined by AdvancED to sufficiently identify potential violations of AdvancED Standards or Policies will be investigated. Said determination of whether sufficient grounds exist to begin an investigation is in the sole discretion of AdvancED.

a. If the investigating body believes that a school's/school system's response to a complaint does not address the complaint or if a school/school system fails to address the complaint in a timely manner, the information about the complaint will be shared with the External Review Team scheduled for the next review of the school/school system or with representatives of a special investigation team being sent to the school/school system to conduct a special review into the complaint and empowered with the ability to make a recommendation as to the accreditation status of the school/school system. The Special Review Team is charged with investigating said complaint, as well as, investigating the possible violation of any other AdvancED Standards and Policies that may be discovered through a diligent and thorough investigation.

b. The findings from an investigation of a complaint may result in changes to a school/school system's accreditation status. The AdvancED Councils, AdvancED Accreditation Commission and AdvancED Board of Trustees do not have civil authority to impose any order of settlement on a school/school system or its representatives. Complainants seeking a settlement, payment or compensation should pursue their concern through the channels offered by a State Department of Education or other legal authority having jurisdiction over the subject matter.

POLICY VII: APPEAL PROCEDURES

7.01 Right to Appeal. A school/school system has the right to appeal a decision made to place the school/system on Accredited Under Review or drop its accreditation. An accredited school/school system remains accredited until the final disposition of the appeal. The accreditation status of the school/school system does not change until all rights of appeal pursuant to the Policy are exhausted. The appellate process shall be carried out in a timely and expeditious manner to ensure protection of the public interest and the institution.

7.02 Adverse Decision. The AdvancED Accreditation Office shall, no later than fourteen (14) calendar days after the action is taken to place the school/system on Accredited Under Review or drop the accreditation, notify the school/school system in writing, delivered by overnight service or Certified Mail, Return Receipt Requested. The written notification shall specify the Standards and/or criteria not met. A copy of this Policy shall be provided to the school/school system along with a notice of the adverse decision. After the Council vote for an adverse decision and following ratification by the AdvancED Accreditation Commission, if no notice of intent to appeal is filed as provided in Section 7.04 below, the decision becomes final.

7.03 Grounds for Appeal. The grounds on which an appeal may be taken are (a) departure by the Commission from the procedures established by written policy or agreement or by recognized custom, which is of such significance as to affect materially the adverse decision;

(b) The citing by the Commission of factually incorrect information as basis for its decision which is of such significance as to affect materially the Commission's adverse action; (c) bias, as evidenced by a demonstrable intent on the part of evaluators, the Commission or the Commission's professional staff to prejudice the evaluation or other review of the institution's status of accreditation, such bias being of such significance as to affect materially the Commission's adverse accrediting action; or (d) the adverse action is arbitrary and capricious.

7.04 Appeal Procedures. A school/school system wishing to appeal shall do so in accordance with the procedures set forth below:

a. The school/school system shall file its intent to appeal the accreditation decision to place the school/system on

Accredited Under Review or drop the accreditation within ten (10) calendar days of receipt of the written notice of the decision for adverse action. See Section 7.03 for grounds for an appeal. A notice of intent to appeal shall be filed only with the prior authorization of the governing board of the institution.

b. The notice of intent to appeal shall be submitted via overnight service or Certified Mail, Return Receipt Requested to the President/Chief Executive Officer of AdvancED. The notice of intent to appeal shall contain a statement of the ground(s) on which the appeal will be made but need not provide evidence in support of the appeal.

c. The school's/school system's written appeal shall be submitted within twenty (20) calendar days of filing notice of intent to appeal in person or by certified mail, return receipt requested, with President/Chief Executive Officer. The school's/school system's written appeal shall set forth the evidence and its argument as the basis for its appeal. Only evidence previously submitted to AdvancED may be included in the submission. New evidence will not be considered. At the time of filing the written appeal, the school/school system shall advise the President/Chief Executive Officer whether it will present oral arguments at the appeals hearing and, if so, with or without legal counsel. In the event the school/school system determines not to send representatives to the appeals hearing, then AdvancED shall likewise not send representatives to the hearing, and the Appeals Panel will be authorized to decide the appeal based on the written submissions of the parties. Within fifteen (15) calendar days following receipt of the written appeal, the Commission shall submit its response in writing to the President/Chief Executive Officer with a copy to the school/school system.

d. The school/school system shall submit to the President/Chief Executive Officer a bond for costs of the appeal in the amount of twenty-five thousand dollars (\$25,000.00) that accompanies the notice of intent to appeal. After the costs of the appeal have been deducted from the amount of the bond, any unused portion of the bond shall be returned to the school/school system. If the costs of the appeal exceed the amount of the bond, the school/school system shall pay the additional costs to AdvancED.

e. A Panel of three impartial evaluators shall be selected by the AdvancED President/Chief Executive Officer, and confirmed by the AdvancED Accreditation Commission, to hear the school/school system's appeal. The Panel shall be selected from a standing appeals body appointed by the AdvancED Accreditation Commission to serve for staggered three-year terms. The standing appeals body shall be comprised of educators who are knowledgeable about accreditation requirements but do not hold any other appointed, paid, or elected position with AdvancED. At least one member of the standing appeals body shall be a public member. If the school/school system has good cause to believe that any member of the standing appeals body should not hear the school's/school system's appeal, it shall notify the President/Chief Executive Officer in writing of the basis for its objection at the time it submits its written appeal. Objections to the composition of the Panel shall be heard and ruled upon by the Chair of the AdvancED Accreditation Commission in consultation with the President/Chief Executive Officer. The President/Chief Executive Officer will promptly notify the school/school system of the names of the members of the Appeals Panel and the date and place of the hearing. The President/Chief Executive office will transmit a copy of the school's/school system's appeal documents and the Commission's response to each member of the Appeals Panel in advance of its meeting.

f. The Appeals Panel will meet within sixty (60) calendar days of receipt of the school/school system's intent to appeal. The school/school system shall not have the right to cross-examine individual agents of AdvancED staff. AdvancED may request that its legal counsel be present to advise the panel members. The school/school system may request that the appeal hearing be transcribed. No audiotaping or videotaping of the appeal is permitted. Evidence in support of the appeal shall be limited to that evidence presented to the Commission prior to making its adverse accrediting action except as hereinafter provided. The Appeals Panel shall consider evidence bearing only upon the grounds specified for the appeal. Additional written materials or evidence not presented to the Commission at the time of its original decision as a part of its review (or of its decision following a remand as provided below) may not be presented to the Appeals Panel. Other than at the appeals hearing, the Appeals Panel shall not meet with representatives of either the school/school system or the Commission. The decision of the Appeals Panel shall be determined by majority vote. In the event of a tie vote, the appeal shall be deemed denied. The Appeals Panel shall meet in executive session to reach its decision following the close of hearing. Appeals hearings shall not be conducted as if they were judicial proceedings. Rules of evidence, pre-hearing discovery, the right to subpoena witnesses, and the right to cross examine witnesses shall not be permitted, provided however, members of the Appeals Panel may ask questions of the schools/school systems and the Commission's representatives present at a hearing. The school/school system appealing an adverse accrediting action shall bear the burden of proof and may be represented by legal counsel at the hearing to present or assist in the presentation of the school's/school system's appeal. The Commission may be represented by legal counsel at the hearing. The chairperson of the Appeals Panel may limit the presentations of the school/school system and the Commission to one half hour each, provided however, the time for presentations and questioning may be extended to either or both parties as determined in the sole discretion of the chairperson. The order of presentation shall be first, the school/school system and second, the Commission. Within the sole discretion of the chairperson as to time and scope, the Appeals Panel may permit the school/school system to present final comments and/or arguments following the Commission's presentation. Nothing

herein shall be deemed to require either the school/school system or the Commission to make any oral presentation at the Appeals Panel hearing and the failure to do so shall have no bearing or relevance in reaching a decision by the Appeals Panel. The Appeals Panel decision shall contain the Panel's ruling together with the reasons therefore as well as any additional information deemed pertinent by the Panel and shall be the only written decision of the Panel. The Appeals Panel decision shall be filed by the Appeals Panel with the President/Chief Executive Officer on or before the tenth (10th) calendar day following the close of the hearing. The Appeals Panel shall have the authority to affirm, amend, reverse or remand the Adverse Action and will direct the Commission to implement the decision in a manner consistent with the Appeals Panel's decisions or instructions. In a decision to remand the adverse action to the Commission for further consideration, the Appeals Panel must identify specific issues that the Commission must address. The Appeals Panel shall inform the school/school system and the AdvancED Accreditation Commission of its decision within seven (7) calendar days of filing its decision with the President/Chief Executive Officer.

g. All expenses of the appeal, including all expenses of the members of the Appeals Panel, are to be borne fully by the school/school system submitting the appeal.

h. The Appeals Panel can either uphold the decision of the AdvancED Accreditation Commission or remand the decision to the AdvancED Accreditation Commission for reconsideration. If the Appeals Panel upholds the decision of the AdvancED Accreditation Commission, the action is final.

i. If the Appeals Panel remands the decision to the AdvancED Accreditation Commission for further consideration and the Commission adheres to its original decision, the matter shall be considered final.

EXHIBIT B

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement further agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. 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 the student information in accordance with FERPA's privacy requirements.

(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, and

(4) Ensure that all employees, appointees or agents of each party to this Agreement who are granted access to shared student records will have successfully completed (a) the background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards and (b) a FERPA training webinar, as it may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website:

<http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice. Any provisions within this Agreement concerning the resolution of disputes shall not be applicable to a breach of the requirements of this Exhibit B.

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to The School Board of Broward County, Florida ("SBBC") or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SBBC.

EXHIBIT C

2016 Projected SBBC Accreditation External Review Budget

Note: This is a projected budget for the October 23-26, 2016 District Accreditation External Review.

Visiting Team Expenses – 50 Team Members

District External Review Fee	\$3,750
50 Team Members x \$600.00 Travel	\$30,000
Pre-Visit (Lead Team Member + Travel expenses)	\$1,500
50 Team Members x \$160/Night x 3 Days (+ Taxes, Hotel Fees, Internet Access, etc.)	\$28,000
Hotel Conference room	\$500
Refreshments (Hotel conference room)	\$300
Meals	\$6,000
Office Supplies for Conference Room	\$350
Marketing (Banners, Videos, Logos, etc.)	\$1,000
Total External Review Expenses	\$71,400