

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2017, 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

AMI KIDS GREATER FORT LAUDERDALE, INC.

(hereinafter referred to as "AMI"),
a Not-for-Profit Corporation (501(c)(3) designation) authorized to do business in Florida
whose principal place of business is
5915 Benjamin Center Drive, Tampa, FL 33634

WHEREAS, SBBC must fulfill its constitutional obligation to educate children of compulsory school age; and

WHEREAS, SBBC has determined that some children need alternative settings and/or instructional strategies to achieve their educational goals; and

WHEREAS, AMI accepts, as clients, children who are residents of the State of Florida and who are now enrolled in, or have applied for enrollment in educational programs under the jurisdiction of the SBBC; and

WHEREAS, AMI is designated by the SBBC as an approved deliverer of services to the youth services clients enrolled in or remanded to its program; and

WHEREAS, SBBC desires to provide an educational component as part of the AGENCY'S program; and

WHEREAS, AMI operates the **AMI Kids FORT LAUDERDALE** program.

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 upon execution by all parties and conclude on June 30, 2019. The term of this Agreement includes a 240-day school calendar (230 direct instruction days, plus 10 teacher planning days) as required by Section 1003.01(11)(a), Florida Statutes and as approved by SBBC. Services will be provided in accordance with the approved SBBC calendar. (**Exhibit 1**)

2.02 **Annual School Calendar.** The academic program must operate a minimum of 240 days for the regular term and may operate on a flexible calendar, which differs from the approved SBBC calendar. This flexible calendar must coincide with the fiscal year calendar and must be attached. Failure to be in operation on designated school days (SBBC calendar or flexible calendar) shall be considered a default (See **Exhibit 1**). The weekly equivalent of 1500 minutes may be instituted in lieu of a 5-day student workweek if permitted by the State.

2.03 **SBBC's Designee.** SBBC's designee for purposes of administering this Agreement shall be the Superintendent of Schools who may assign a designated administrator for monitoring compliance and educational program administration. Any official written correspondence to or from AMI with regard to enforcing provisions of this Agreement must be with the Superintendent of Schools and sent by United States Postal Service certified mail, return receipt requested. Routine correspondence including, but not limited to, billings, records requests; inquiries, etc. may be sent directly to the Superintendent's designated administrator.

2.04 **AMI's Designee.** AMI shall identify one person with whom the SBBC is to communicate on all compliance issues related to this Agreement. AMI at its option, may designate another person with whom SBBC is to communicate regarding the operation of its educational program.

2.05 **Highly Qualified Personnel.** All AMI teachers and paraprofessionals shall meet the certification requirements as set forth in chapter 6A-4 of the State Board of Education rules and assigned classes in accordance with the Florida Course Code Directory. AMI is held responsible for the No Child Left Behind, Highly Qualified requirement for instructional staff, as well as non-instructional staff. The hiring location is responsible for confirming evidence of teacher credentials and SBBC is responsible for appropriate entry into the district information system, TERMS. In the event that AMI cannot employ certified, highly qualified instructional or non-instructional personnel for any reason, SBBC shall provide certified, highly qualified teachers and/or paraprofessionals at the expense of AMI.

2.06 **Instructional Staff Ratio.** AMI classes shall be scheduled utilizing ratios that are in compliance with Maximum Class Size as required by Section 1003.03, Florida Statutes.

2.07 **Potentially English Proficient Students.** All AMI's teachers shall be qualified (as set forth in Chapter 6A-4 of the State Board of Education Rules) to teach students who may be identified as English Language Learners and who qualify for instruction in an English as a Second Language (ESOL) program to implement services as outlined in the Broward County K-12 ESOL Plan. In the event that AMI cannot employ ESOL qualified personnel for any reason, SBBC shall provide the qualified personnel at the expense of AMI.

2.08 **Certified ESE Providers.** AMI shall employ certified Exceptional Student Education (ESE) providers i.e. teacher, speech pathologist, and/or OT/PT (Occupational Therapist/Physical Therapist) as needed to develop, implement and determine mastery of the Individualized Educational Plan's (IEP) goals for the enrolled special education students. In the event that AMI cannot employ ESE providers for any reason, SBBC shall provide the ESE provider at the expense of AMI.

2.09 **ESE Specialist.** SBBC shall employ an ESE Specialist who shall participate in admission and exiting conferences, IEP preparation and staffing, and maintaining ESE compliance for special education students.

2.10 **Certified Substitutes.** AMI shall employ properly certified substitute teachers for permanent instruction personnel who are temporarily absent due to illness or personal reason.

2.11 **Staff Training.** AMI shall provide its teachers with a minimum of ten (10) paid hours annually during which they may upgrade skills through participation in SBBC sponsored or Superintendent's designee approved AMI in-service activities.

2.12 **Professional Orientation Program.** AMI shall assume responsibility for credentialing of its employees.

2.13 **Student Supervision.** Supervision and control of students while in their program shall be the sole responsibility of. However, AMI shall inform the SBBC when a student is involved in a serious incident, specifically in cases that require Special Investigative Unit involvement, or is injured as defined by SBBC's Discipline Matrix.

2.14 **Sharing of Records.** To the extent permitted by law, SBBC shall make available, upon request of, AMI any and all educational records in its possession for AMI clients including, but not limited to, academic assessments, psychosocial profiles, grade reports, attendance data, and cumulative records. AMI shall maintain the confidentiality of those records and shall comply fully with laws, policies, and rules guaranteeing the confidentiality of student educational records and access thereto. Each party agrees to provide training to its officers, employees, agents, representatives, contractors or subcontractors, assigned to perform duties required under this Agreement to ensure they perform such duties in compliance with the applicable laws and the requirements of this Agreement. Each party agrees to required said employees to watch the FERPA training videos available at the U.S. Department of Education, Privacy Technical Assistance Center at <http://ptac.ed.gov>

2.15 **Consent for Educational Program Participation**. AMI shall secure and provide to SBBC an approved Consent for Education Program Participation form for each client enrolled in its educational program. This form, reflecting parent/guardian consent, must be signed and dated prior to program enrollment each time a student enters a Dropout Prevention Program. A new form is required each school year. This form must include written consent for SBBC to provide AMI the educational records listed in section 2.14. The written consent shall list the types of records to be disclosed by SBBC, the purpose, and the recipient.

2.16 **Legal Entitlements**. AMI shall comply with the legal entitlements of Exceptional Student Education (ESE) and those who are English Language Learners (ELL).

2.17 **Agency Intake Procedures**. AMI shall provide SBBC, with its written procedures governing intake, evaluation, dismissal, and separation of students, 30 calendar days after commencement of this agreement.

2.18 **Code of Conduct**. AMI shall provide SBBC, its written policies regarding the conduct and disciplining of students while they are enrolled in the educational program. AMI shall adopt the Broward County Code of Student Conduct and at the time of intake shall secure student and parent/guardian signatures acknowledging an understanding of the rules and penalties for violating them. SBBC shall provide AMI sufficient copies of the Broward County Code of Student Conduct.

2.19 **Attendance**. AMI shall comply with SBBC's attendance policy, 5.5. In order to prevent truancy and promote school attendance, AMI shall notify parents of unexcused absences. Attendance collection procedures shall include taking attendance on a daily basis. Attendance reports shall be transmitted electronically to the superintendent's designee no later than 11:00 a.m. Eastern Time each day during the school year. This report shall also include any students who arrived tardy the previous day. Attendance records shall be maintained in a manner prescribed by SBBC, which includes but not limited to designated student attendance cards which reflect "homeroom" (once a day), attendance status and the Teachers' roll books which reflect attendance in each class period on the student's schedule, until such time AMI is authorized by SBBC to dispose of said records, or until the expiration of this Agreement when all such records shall be surrendered to SBBC. Modifications to the attendance collection procedures may be made with prior approval of SBBC.

2.20 **Instructional Delivery**. AMI shall provide a school day, which is at least 300 minutes in length. AMI shall adhere to class size reduction requirements for elementary, middle and high school classrooms in order to be in compliance with Section 1003.03, Florida Statutes. Interruptions to the instructional process must be documented and have prior approval by Superintendent's designee, except for emergencies as fire.

2.21 **Academic Placement**. Within ten days of intake, AMI shall conduct an academic assessment, utilizing the common assessment mandated by the FLDOE, of each student. The results of this assessment combined with the student's previous class schedule and educational goals shall determine the instructional strategies employed while the student is enrolled in AMI's educational program. SBBC shall provide AMI with a student schedule outlining a course of study that the student is to follow. All courses offered must lead toward a standard high school diploma.

2.22 **Progress Monitoring Plan.** Subsequent to the review of academic history each non-ESE student shall have developed a Progress Monitoring Plan (PMP) that shall identify the academic needs of the student stated as short term and long term academic goals. The PMP shall be reviewed and revised documenting student participation on regularly scheduled intervals.

2.23 **Input Student Grades.** AMI has the option to utilize Pinnacle grade Book system through SBBC to input students' grades. Utilizing Pinnacle will allow AMI teachers to input and upload their assignments and grades, which will allow parents and students immediate access to review students' daily progress, and AMI's grading system to be aligned with SBBC's grading policy. AMI shall be responsible for any costs associated with utilizing Pinnacle Grade Book.

2.24 **Performance Based Exit Option (PBEO).** Students who are 16 years of age or older and who demonstrate their ability on an official High School Equivalency Pretest are eligible to take the PBEO prior to program completion. Students who are two to three years overage can be referred for the Academically Challenging Curriculum to Enhance Learning (ACCEL) diploma option.

2.25 **Grade Promotion.** Elementary, middle, and high school students shall be enrolled in grade appropriate curriculum with the goal of promotion awarded when standards are met.

2.26 **Graduation Options.** A standard 24-credit diploma is available for all students. Students who are 16 years of age or older and who demonstrate the ability on an official pretest are eligible to take the PBEO or High School Equivalency Exam prior to program completion. Likewise, students who meet eligibility criteria for the PBEO, Alternative Diploma shall be provided access. Students who are two to three years overage can be referred for the Academically Challenging Curriculum to Enhance Learning (ACCEL) diploma option.

2.27 **Standardized Testing.** SBBC shall provide testing materials as required by Florida Statue 1008 and School Board Policy 6000.1, to include but not limited to the Florida Standards Assessment, SAT, ACT and EOC. AMI shall identify a testing coordinator and initiate testing in accordance with the district testing calendar and procedures.

2.28 **Materials and Supplies.** AMI shall provide age/ability-appropriate classroom furniture, equipment and instructional materials. Upon request, SBBC shall provide AMI with a list of state-adopted textbooks and recommended instructional materials, and suggested vendors from whom these items may be purchased.

2.29 **SBBC Standards of Service.** AMI shall meet the minimum instructional requirements of the Florida Standards Assessment for Student Achievement and SBBC's Standards of Service.

2.30 **Immunization.** AMI agrees to comply with the State of Florida immunization requirements as set forth in Section 1003.22, Florida Statutes. Compliance with the current schedule of immunizations, as posted by the Florida Bureau of Immunizations is required to be admitted to school or to attend classes. The official document is identified as Form 680.

A thirty-day waiver for collection of student records is provided for youth enrolled in the Department of Juvenile Justice programs. Youth who have not met the immunization requirement, within the initial 30 day period, shall be removed from the educational program. AMI will ensure that all immunization standards are met.

2.31 **Agency Incident Procedures.** AMI shall provide SBBC, its written procedures detailing the care of students in emergencies, by AMI, 30 calendar days after commencement of this agreement.

2.32 **Serious Incident Notification.** AMI shall provide a written report of any serious incident that would require Special Investigative Unit involvement as outlined in the Discipline Matrix on the same day as the occurrence. Notice is forwarded via fax to the program school that has oversight for AMI.

2.33 **Student Evaluation.** AMI shall evaluate the progress of students enrolled in its educational program. Term reports and/or grades-in-progress shall be issued based upon the student's work while enrolled in AMI program. The results of the individual student pre and post-tests shall be submitted to the Superintendent's designee within 5 days of completion. SBBC will enter the results into the district's information system. As a result, individual student academic progress can be measured as well as the overall progress made by the program. Upon program exit, all student records must be transmitted to the Superintendent's designee.

2.34 **Program Completion.** AMI shall inform SBBC of a student's program completion date no less than ten (10) days prior to request for withdrawal from education program to ensure the completion of the educational transition process.

2.35 **Transition.** All student's effective transition, both short and long-term, to the home, community, school and/or the work environment must begin at AMI's intake stage and continue throughout the program and/or treatment implementation. Students will be enrolled in appropriate courses after a comprehensive review of student records. AMI shall develop and implement a transition plan to include, but not be limited to, the following: identification of the student's assessed strengths, competencies, and needs relating to survival/coping/independent living skills; crisis intervention/stress management/conflict resolution skills; social skills; employability skills; health/mental health/medical status; legal status, existing support network; and education progress and status; realistic, meaningful and achievable goals and objectives; strategies to address specific needs; recognition of exemplary progress, achievement, or demonstration of leadership; and recommendations for the student's discharge and aftercare. Thirty days (30) prior to release, AMI shall hold an exit/transition meeting and notify the receiving placement of the student's pending return status. AMI shall document the transmittal of educational records to the receiving institution that include students' days in attendance, current transcripts, and school district withdrawal forms with numerical grades in progress. In cases where AMI request students to be withdrawn due to a pattern of non-attendance as defined by School Board Policy 5.5, AMI shall notify SBBC and provide documentation of attempted contact of parents, guardians and juvenile probation officers, etc.

2.36 **School Improvement Plans.** A representative of AMI shall serve as a member of the School Advisory Council for the purposes of developing and monitoring the School Improvement Plan as required by Section 1008.345, Florida Statutes. The plan shall adhere to the guidelines established by the SBBC and shall be reviewed and approved by SBBC in accordance with SBBC policy.

2.37 **Academic Climate.** AMI's curriculum shall be challenging, provoke critical thinking, and incorporate life skills, goal setting, and the achievement of socially acceptable behavioral patterns. Instruction shall facilitate learning and build self-esteem by incorporating a variety of modalities.

2.38 **Testing and Staffing Room.** AMI shall make available a quiet, private room for SBBC-sponsored psychological evaluations and ESE and/or ESOL staffings.

2.39 **Access to Student Meals.** AMI has the options of becoming a sponsor of the National School Lunch and Breakfast program and claiming reimbursement from that program for meals, purchasing meals from SBBC or purchasing meals elsewhere. If AMI chooses to purchase meals from SBBC, the parties for such services will execute a separate agreement with the Department of Food and Nutrition.

2.40 **Extra Curricular Activities.** AMI is supported through access to the SBBC Transportation Department to provide off-campus experiences. The cost and protocols for such access shall be in accordance to SBBC current field trip rates and guidelines.

2.41 **Facilities.** The facilities shall be provided and maintained by AMI and shall be located at 3220 Southwest Fourth Avenue, Fort Lauderdale, Florida 33315 or another site approved by SBBC's Superintendent of Schools.

2.42 **Safety Requirements.** AMI shall comply with the facility fire safety, sanitation, and health requirements embodied in the Florida Building Code and the Florida Fire Prevention Code for Educational Facilities, especially those pertaining to safety, storage of hazardous materials, exit marking, lighting, ventilation, evacuation and occupancy loads, etc. In situations where these safety requirements are not met, the local Authority Having Jurisdiction (AHJ) shall be notified.

2.43 **Health Certificates.** AMI shall maintain current sanitation and health certificates and submit to annual fire inspections for all buildings used as part of its educational program.

2.44 **Building Maintenance.** AMI shall maintain buildings used to house students in a state of good repair and submit to SBBC inspections upon request.

2.45 **Initial Payment.** SBBC shall make initial payment to AMI upon final Budget Adoption by SBBC. The initial payment shall cover all invoices received to date. From that time equal payments shall be monthly provided AMI has invoiced SBBC for the agreed upon amount at least twenty (20) calendar days prior to the payment due date.

2.46 **Distribution of Funds.** One hundred percent (100%) of the funds paid by the SBBC must be used to support AMI's educational program. Ninety percent (90%) of the funds paid by SBBC must be used for direct classroom expenses limited to instructional personnel (with student contact) salaries and benefits, classroom materials and supplies, and classroom equipment. Additionally, one hundred percent (100%) of the one-time supplemental allocation for juvenile justice education programs shall be paid out to AMI and shall be used to support AMI's educational program pursuant to Section 1011.62, Florida Statutes.

2.47 **Monthly Distribution.** AMI's payments shall be based upon an equal monthly distribution generated by full time equivalent students enrolled in AMI's educational program, not to exceed 100 FTE students. As required by Section 1010.20, Florida Statutes, the rate of payment shall be equal to 90% of the FTE revenue generated through the Florida Education Finance Program (FEFP), utilizing the State of Florida Revenue estimating worksheet.

2.48 **Changes to Funding Formula.** If, at any time during the term of this Agreement, the State Department of Education changes SBBC's formula allocation of funds, said increase or decrease shall be passed along to AMI on a pro rata basis.

2.49 **Funding Loss.** In the event AMI violates any state law, State Board of Education rule, SBBC policy, and/or other covenant set forth herein, and said violation results in a loss of funding to the SBBC, AMI shall reimburse SBBC for the full amount of the loss. This provision shall remain in force, even if the agreement is terminated, for a period of three (3) years or until all state audits are conducted, whichever occurs first.

2.50 **FTE Membership Collection.** AMI full time equivalent membership shall be counted during the official FTE survey weeks in July (for summer term), October, February and June. Failure by AMI to meet targeted projections during these established weeks shall result in a reduction of funds and an appropriate adjustment in monthly payments.

2.51 **Student Membership.** Membership - A student is in membership when he/she is officially assigned (not withdrawn) to a course or program by SBBC. To be reported for funding, each student must be enrolled and scheduled appropriately in the state automated data system. All course identification information must be accurate such as state approved course number, section number, period number, days per week and class minutes.

2.52 **FTE Attendance Collection.** Attendance - The student must be in attendance at least one day during the FTE survey week or one of the six days/classes preceding the survey period. Survey periods occur in July, October, February and June. The presence, absence, or tardiness of each student shall be checked, each day and recorded daily in the Automated Student Attendance Record-keeping System. To comply with the rules, a pupil is in attendance if actually present at the school site or away from school on an approved field trip.

2.53 **Financial Record Maintenance.** AMI shall maintain all financial records related to the educational component of the program for three (3) years.

2.54 **Quarterly Financial Reports.** AMI shall provide a financial accounting of all expenditures toward the educational component of the program on a quarterly basis. The accounting report shall be in accordance with forms provided by the Superintendent's designee and shall be delivered to the Superintendent's designee within thirty (30) days after the close of each quarter.

2.55 **Independent Audits.** SBBC, at its option, may desire to account for funds paid to AMI through an independent audit at SBBC's expense. If SBBC elects to exercise this option, the Superintendent of Schools shall give AMI ten (10) calendar days prior notice by United States Postal Service certified mail, return receipt requested. AMI shall cooperate with SBBC's employees, appointees, and/or agents as they attend to their assigned task. Upon development of a final report, AMI shall be given twenty (20) calendar days to react and draft a response, which shall be included in the report to SBBC.

2.56 **Academic Records.** AMI shall maintain individual achievement records in a form prescribed by SBBC for each student. Included therein must be a record specifying which competencies have been mastered, the date on which mastery was achieved, and the signature of the certified teacher verifying mastery.

2.57 **Program Assessment and Evaluation.** All parties agree to work collaboratively to implement recommendations of the annual Quality Assurance Review of treatment and educational services.

2.58 **Evaluations.** AMI shall provide to SBBC any evaluations prepared by the State or governing entity for the Facility and the Educational component. Unsatisfactory findings shall result in the development of a corrective action plan to be submitted to SBBC within 30 days of the review. The Superintendent's designee shall monitor the plan. Failure to comply with the corrections within ninety (90) days will be considered a default and at the sole discretion of SBBC, termination of the Agreement may be exercised. Failure to exercise this option shall not be construed as a waiver of this provision.

2.59 **Accountability.** In addition, SBBC shall periodically evaluate the quality of AMI's educational program at SBBC's expense in order to meet Quality Improvement Standards and state mandates. The Superintendent or designee shall give AMI ten (10) calendar days prior notice via email. SBBC shall cooperate with AMI employees, appointees, and/or agents as they attend to their assigned task. Upon development of a final report (Instructional Review Summary Form), AMI shall be given ten (10) calendar days to react and initiate the implementation of recommended deliverables.

2.60 **Internet Access & Protection.** AMI and SBBC mutually agree and understand that in order to provide personalized educational services in a residential setting, access to online, web-based, teaching, learning and assessment resources is critical. AMI shall provide educationally appropriate Internet access for use by students, teachers and school administrators at the school campus as required to meet the noted educational needs while complying with the tenets and requirements of the Child internet protection Act (CIPA). SBBC shall assist AMI to determine the appropriate bandwidth requirements for such use as determined by SBBC Board Policy, the

Florida Department of Education, other regulatory or advisory, AMI providing such recommendations. SBBC agrees to provide reasonable technical and process assistance to AMI in establishing said network services. While providing said services, AMI assumed responsibility for the proper functioning and configuration of all networking equipment to provide additional web page filtering and content blocking as necessary or recommend changes to AMI's network configuration. If AMI is unable to provide said services to the satisfaction of SBBC, SBBC reserves the right to provide the appropriate network access and be reimbursed for all associated costs to AMI.

2.61 **Disputes.** In the event disputes arise under this agreement, the parties agree to the following dispute resolution measures:

1. Step 1 is resolution of the dispute at the School Principal level.
2. Step 2 is resolution of the dispute at the Executive Director, Student Support Services level.
3. Step 3 is resolution of the dispute by the Superintendent of Schools.

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

(a) 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 AMI 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; and

(b) 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; and

(c) 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

(d) 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 forth at section 2.66 of the Agreement; and

(e) A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice and the provisions of paragraph 2.61 pertaining to procedures for resolution of disputes shall not be applicable to a breach of this section; and

(f) AMI shall promptly notify SBBC in writing of a breach of the confidentiality and shall notify SBBC of the scope of the breach and all mitigation actions. AMI shall be responsible for all costs related to the breach. AMI shall be responsible for all cost related to the breach.

2.63 **Inspection of AMI's Records by SBBC.** AMI 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 AMI's 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 AMI or any of AMI's payees pursuant to this Agreement. AMI'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. AMI'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.

(a) **AMI's Records Defined.** For the purposes of this Agreement, the term "AMI'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; and

(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 AMI 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 AMI pursuant to this Agreement; and

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

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to AMI's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work AMI in order to exercise the rights permitted under this section; and

(e) Failure to Permit Inspection. Failure by AMI 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 AMI's claims for payment by SBBC; and

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

(g) Inspection of Subcontractor's Records. 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 by insertion of such requirements in any written subcontract. Failure by AMI to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to pursuant to this Agreement and such excluded costs shall become the liability of AMI; and

(h) Inspector General Audits. 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.

2.64 **Insurance Requirements.** AMI shall comply with the following insurance requirements throughout the term of this Agreement.

General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

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

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.65 **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:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Executive Director, Student Support Services 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Felix Collazo, Executive Director AMI Kids of Fort Lauderdale, Inc. 3220 Southwest Fourth Avenue Fort Lauderdale, Florida 33315

2.66 **Background Screening**: AMI 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 AMI or its personnel providing any services under the conditions described in the previous sentence. AMI 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 AMI and its personnel. The parties agree that the failure of 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. AMI 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's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

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, 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. This Agreement may also be canceled if the Department of Juvenile Justice cancels or terminates its agreement or contract with the AMI. 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

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**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. AMI shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, AMI shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does

not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. AMI shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if AMI does not transfer the public records to SBBC. Upon completion of the Agreement, AMI shall transfer, at no cost, to SBBC all public records in possession of AMI or keep and maintain public records required by SBBC to perform the services required under the Agreement. If AMI transfer all public records to SBBC upon completion of the Agreement, AMI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AMI keeps and maintains public records upon completion of the Agreement, AMI shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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 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 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, SBBC policies, rules and regulations 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.** Exhibit 1 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 effect 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

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 action.

3.26 **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 AMI: AMI agrees to indemnify, hold harmless and defend SBBC, its agents, servants 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 AMI, its agents, servants or employees; the equipment of AMI, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AMI or the negligence of AMI 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 AMI, SBBC or otherwise.

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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 _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith,
Esq.

Digitally signed by Janette M. Smith, Esq.
DN: cn=Janette M. Smith, Esq., o=The School Board of
Broward County, Florida, ou=General Counsel's Office,
email=janette.smith@browardschools.com, c=US
Date: 2017.07.11 16:44:20 -04'00'

Office of the General Counsel

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AMIKids of Fort Lauderdale

By 
Felix Collazo, Executive Director

_____, Secretary
-or-

Witness

Witness

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

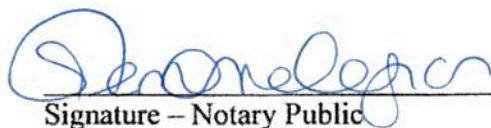
STATE OF FL

COUNTY OF Broward

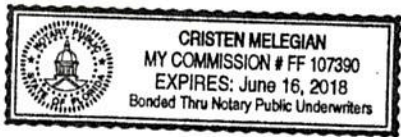
The foregoing instrument was acknowledged before me this 21 day of June, 2017 by Felix A. Collazo of AMIKids Greater Fort Lauderdale on behalf of the corporation/agency.

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:


Signature - Notary Public

(SEAL)



Cristen Melegian
Printed Name of Notary

#FF107390
Notary's Commission No.

EXHIBIT 1

250 Day DJJ Calendar

School Year 2017 - 2018

July, 2017				
20 Work		Days		School 20
Mon	Tue	Wed	Thu	Fri
3	4•	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August, 2017				
23 Work		Days		School 18
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September, 2017				
20 Work		Days		School 20
Mon	Tue	Wed	Thu	Fri
				1
4•	5	6	7	8
11	12	13	14 ^{ER}	15
18	19	20	21	22
25	26	27	28	29

October, 2017				
22 Work		Days		School 21
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19 ^{ER}	20
23	24	25	26	27
30	31			

November, 2017				
18 Work		Days		School 18
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10•
13	14	15	16	17
20	21	22•	23•	24•
27	28	29	30	

December, 2017				
20 Work		Days		School 20
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22 ^{ER}
25•	26	27	28	29

January, 2018				
22 Work		Days		School 21
Mon	Tue	Wed	Thu	Fri
1•	2	3	4	5
8	9	10	11 ^{ER}	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February, 2018				
20 Work		Days		School 20
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22 ^{ER}	23
26	27	28		

March, 2018				
21 Work		Days		School 20
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22 ^{ER}	23
26	27	28	29	30•

April, 2018				
21 Work		Days		School 21
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

May, 2018				
22 Work		Days		School 21
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28•	29	30	31	

June, 2018				
21 Work		Days		School 20
Mon	Tue	Wed	Thu	Fri
				1
4	5	6 ^{ER}	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Codes Used on Calendar		Survey Schedule	
	Teacher Planning (10 days)		Survey 1 July 10 - 14
	Early Release (6 days)		Survey 2 Oct 9 - 13
	FTE Week		Survey 3 Feb 5 - 9
	DJJ Non-work days		Survey 4 June 11 - 15

DRAFT