

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ 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

SEQUEL TSI of FLORIDA, LLC
(hereinafter referred to as "SEQUEL"),
a For Profit Corporation authorized to do business in Florida
whose principal place of business is
1131 Eagletree Lane SE, Huntsville, AL, 35801

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, SEQUEL 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, SEQUEL 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 SEQUEL's program; and

WHEREAS, SEQUEL operates the program located at the building called Pompano Youth Treatment Center.

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 250-day school year as required by State Law and as approved by SBBC. Both parties understand the agreement does not include the full school year (250-days), but the schedule is required due to consistency for the school year calendar. (240 direct instructional days, plus 10 teacher planning days) as required by Florida Statute 1003.01 (11) (a) and as approved by SBBC. Services will be provided in accordance with the approved SBBC Calendar.

2.02 **SBBC Designee.** SBBC's designee for purposes of administering this agreement will be the Superintendent of Schools who may assign a designated administrator for monitoring compliance and educational program administration.

2.03 **SEQUEL's Designee.** SEQUEL will identify one person (the Site Director), with whom the SBBC is to communicate on all compliance issues related to this Agreement.

2.04 **Organization Chart.** The parties mutually agree to provide their designees the staff hierarchy. The organizational charts shall be maintained with updates reported as they occur. The staff of both agencies are required to know appropriate communication protocol as described in 2.39.

2.05 **Educational Funding.** Student enrollment figures will be reported in the July, October, February, and June FTE surveys. SEQUEL shall make every effort not to move students out of the facility during FTE survey weeks, except in cases where such a move is mandated by the courts. SBBC shall notify SEQUEL of FTE survey weeks (**Attachment 1**).

2.06 **Student Supervision.** SEQUEL and SBBC shall work together to implement SEQUEL's Behavioral Management System and establish classroom rules. SEQUEL staff shall assist the classroom teachers in maintaining classroom control. SEQUEL agrees to directly intercede in all situations of out-of-control students and violent or threatening behaviors. SEQUEL staff shall remove out-of-control students from the classroom and immediately notify SEQUEL and SBBC administrators. Only the SBBC Principal and/or Assistant Principal has the authority to suspend students from school. SEQUEL shall inform SBBC when a student is involved in a serious incident or is injured either during or after school hours as defined by SBBC.

2.07 **Behavior Management**. SEQUEL is responsible for having a staff member within each classroom at all times, to provide management of student behavior and to ensure safety of students and SBBC personnel. SEQUEL shall, at all times, adhere to the staff/youth population ratio as agreed upon in SEQUEL's contract with the Department of Juvenile Justice.

SEQUEL shall provide to SBBC a copy of their behavior management plan. Each party agrees to collaborate on a cross training of SEQUEL's behavior management system and SBBC's Code of Student Conduct.

2.08 **Information Sharing**. SBBC shall provide to SEQUEL education records in its possession for SEQUEL's clients including, but not limited to, academic assessments, psychosocial profiles, grade reports, attendance data, and cumulative records. SBBC shall obtain the written consent of parents/guardians or students age 18 or over prior to disclosing or allowing access to the education records listed above. SEQUEL shall maintain the confidentiality of those records and shall comply fully with federal law, including the Family Educational Rights and Privacy Act (FERPA), and state 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 require 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>

2.09 **Education Program Administration**. The responsibility for administration of the instructional program rests with SBBC and will be conducted in accordance with SBBC policies and rules.

2.10 **Personnel and Services**. SBBC shall provide:

a) An instructional day of no less than 300 minutes of daily instruction or its weekly equivalent. All non-educational activities within the 300-minute instructional day must be approved by the Superintendent's designee prior to occurrence. Lack of approval is considered non-compliance;

b) An annual educational service contract of 240-student contact days and 10 teacher planning days; (Programs will also participate in the district early release training days.)

c) Instructional personnel, including teachers, who have met certification requirements as set forth in Chapter 6A-4 of the State Board of Education rules, and paraprofessionals based on average daily attendance rates;

d) Staff development for teachers in current instructional and behavior management methods;

e) Support services as determined by SBBC such as testing, admission and exiting conferences, a Progress Monitoring Plan (PMP) and/or IEP (Individual Education Plan) preparation and staffing, maintaining ESE compliance for special education students, 504 plans, and English for Speakers of Other Languages (ESOL services);

f) Teachers for classes in accordance with the Florida Course Code Directory;

g) An Assistant Principal, ESE Specialist, ESE Support Facilitator, Guidance Counselor, IMT, Speech Therapist, and Technology Specialist; and

h) DJJ Contract Manager, Principal and/or designee to provide oversight.

2.11 **School Improvement Plan.** A representative of SEQUEL will serve as a member of the School Advisory Council for the purpose of developing a School Improvement Plan. The School Improvement Plan will identify measurable outcomes for student performance and will be revised annually according to established yearly outcomes.

2.12 **Materials and Supplies.** SBBC shall furnish those teaching materials and supplies necessary to provide the appropriate curriculum and instructional program for the students.

2.13 **Student Planning.** SBBC shall develop a written PMP that is age and grade appropriate for all non-ESE students based on each student's entry assessments, past records, and post-placement goals within 10 school days of student entry into the facility. For ESE students SBBC shall develop IEP goals and objectives that directly relates to the student's identified academic and/or behavioral deficiencies and needs. SBBC shall document the initiation of ESE services within 11 school days of student entry into the facility. SBBC shall provide instruction and access to career, employability and secondary opportunities. SBBC shall support youth treatment goals established by SEQUEL and provide feedback on educational and behavioral progress as requested. SBBC's representative shall review student's academic progress toward achieving the content of their goals and objectives during treatment team meetings and (when appropriate) the revision of goals and objectives in PMP's, IEP's and transition plans. SEQUEL and SBBC shall work collaboratively to schedule treatment team, transition and exit meetings to accommodate and encourage attendance, so that all treatment goals are met. At a minimum, SBBC shall participate in treatment team, transition and exit meetings by providing feedback on agreed upon forms.

2.14 **Promotion and Graduation Options.** All youth shall be supported to attain promotion as middle and/or high school students. 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 Performance Based Exit Option (PBEO) prior to program completion. Likewise, students who meet eligibility criteria for the PBEO shall be provided access. Likewise, students who meet eligibility criteria for the PBEO 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.

2.15 **Student Assessment and Evaluation.** All parties agree:

- a) To initiate an assessment process, which is coordinated and avoids duplication of services, and ensures that eligible youth are evaluated for the purposes of implementing the most appropriate educational, residential, and/or treatment program available;
- b) To define assessment protocols for intake, service implementation, and transition planning;
- c) To implement recommendations made as a result of SEQUEL's district's review of treatment and educational services; and
- d) SEQUEL shall secure and provide to SBBC an approved Consent for Educational Program Participation form for each client to be enrolled in the 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.

e) The SBBC will annually assess student achievement in mathematics, reading, and writing using the state required assessments to determine the effectiveness of academic initiatives.

f) SEQUEL shall make available a quiet, private room for SBBC sponsored psychological evaluations and Exceptional Student Education (ESE) staffings for any ESE eligible students in the program. SEQUEL shall provide additional staff and space to accommodate SEQUEL's required assessments to be administered on test dates established by the Florida Department of Education (FLDOE) and shall ensure that students with special needs, ESE and Limited English Proficient Students (LEP), are accommodated according to their individual needs.

g) To review academic performance of students as part of the Treatment Team to ensure progress monitoring.

2.16 **Program Completion.** SEQUEL shall inform SBBC of a student's program completion date no less than 30 days prior to dismissal to ensure the completion of the educational transition process. Additionally, SEQUEL shall make every effort not to move students out of the facility during critical testing periods, except in cases where such a move is mandated by the courts. SBBC shall provide SEQUEL with the district's testing calendar.

2.17 **Transition.** SBBC shall work collaboratively with SEQUEL to develop the transition procedures, which provide maximum input and follow-up from the all parties. All students' effective transition, both short and long-term, to the home, community, school and/or the work environment must begin at the program in-take stage and continue throughout the program and/or treatment implementation. SBBC shall enroll students in the school district MIS and course schedules based on a review of past records (including ESE records), entry assessments, and student progression requirements, including withdrawal forms from the previous school with grades in progress. SBBC shall also support youth treatment goals established by SEQUEL and provide feedback on educational and behavioral progress as requested. With appropriate and timely notification from SEQUEL, SBBC shall complete an exit packet for each student, which shall include all necessary educational records, attend exit staffing or transition meetings and assist students with successful transition to their next educational or career/technical placement. SEQUEL shall provide a daily census report, daily withdrawal log, weekly updated release dates, and monthly treatment team lists.

2.18 **Internet Access and Protection.** The parties mutually agree that in order to provide personalized educational services in a residential setting, access to computer-assisted, web-based software is critical. SBBC shall provide filtered internet access in the academic setting as required by State Statute that meets the requirements set forth in the Child Internet Protection Act (CIPA). SEQUEL assumes responsibility for the proper functioning and configuration of all SEQUEL's equipment necessary to access the internet.

2.19 **Code of Conduct.** SBBC shall provide the Code of Student Conduct which shall be signed by the parent(s)/guardian and the student as part of the intake process. The Code of Student Conduct shall be enforced by SEQUEL and fully support SBBC's effort to provide an optimal learning environment. SEQUEL agrees to comply with SBBC's Policy on expulsion as described in SBBC Policy 5006. SBBC shall support the Behavior Management System (BMS) set forth by SEQUEL.

2.20 **Attendance.** SEQUEL agrees to comply with SBBC's attendance policy as described in the Elementary and Secondary Code of Student Conduct in order to prevent truancy and to promote school attendance. SEQUEL agrees to ensure all students are in class during the entire school day, except in case of emergency, court appearances, medical appointments or with prior approval from the school administrator.

2.21 **Staff Safety and Security.** SEQUEL shall provide training on procedures for all drills, facility emergencies, fire, lockdown, tornado, and evacuation. Evacuations shall be posted in conspicuous locations throughout the facility. In the event of serious threat or harm to SBBC personnel, the Superintendent's designee, the Administrative Principal, has the authority to suspend educational services for up to ten (10) days to allow for SBBC and SEQUEL to address and resolve the emergency situation.

2.22 **Safety Requirement.** SEQUEL will comply with the facility safety requirements embodied in the State Uniform Building Code for Public Educational Facilities and the Florida Department of Education's State Requirements for Educational Facilities (SREF), especially those pertaining to fire safety, storage of hazardous materials, exit marking, lighting, ventilation, evacuation and occupancy loads. Student classrooms must provide a minimum of twenty-five usable square feet per pupil. Instructional personnel must be provided adequate space for desk, file cabinets, instructional materials, and secured storage of SBBC-owned equipment and confidential documents, such as student tests and records.

2.23 **SEQUEL Incident Procedures.** SEQUEL shall provide SBBC its written procedures regarding critical incidents – bomb threats, fires and other such incidence(s) that could put students in jeopardy of bodily injury and/or cause bodily injury.

2.24 **SEQUEL Intake Procedures.** SEQUEL shall provide SBBC, its written procedures governing intake, evaluation, dismissal and separation of students.

2.25 **Fee Collection.** Any fees collected by SEQUEL will not be collected as a condition of the student's enrollment in the educational program.

2.26 **Immunization.** SEQUEL agrees to comply with the State of Florida immunization requirements as described in Code of Student Conduct. Compliance with the current schedule 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 is provided for those students who are remanded by the courts to a program in Broward County, but whose records must be requested from another county. SEQUEL shall ensure that the student's immunizations will be in compliance within the 30-day waiver period.

2.27 **Administration of Medication.** SEQUEL shall supervise the delivery and administration of all student medication.

2.28 **Access to Student Meals.** SEQUEL 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 SEQUEL chooses to purchase meals from SBBC, the parties will execute a separate agreement with the Department of Food and Nutrition.

2.29 **Transportation**. Only SBBC approved vehicles may be used to transport students during the school day for school sponsored activities.

2.30 **Facility Location**. The facility will be provided and maintained by SEQUEL and will be located at: 3090 Powerline Road, Pompano Beach, FL 33069 or at another site approved, in writing, by the Superintendent's designee.

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

2.32 **Building Maintenance**. SBBC shall maintain school board owned portables used to house students and teachers in a state of good repair. Daily maintenance of portables is the responsibility of SBBC. SEQUEL shall maintain buildings owned or leased by SEQUEL used to house students and teachers in a state of good repair and submit to annual SBBC safety inspections. Daily maintenance of buildings owned or leased by SEQUEL used to house students and teachers is the responsibility of SEQUEL to include, but not be limited to cleaning bathrooms mopping floors, emptying wastebaskets and refurbishing sanitary supplies such as soap, toilet paper, and paper towels. SBBC owns (4) portables that are located at Pompano Youth Treatment Center. These portables are utilized exclusively for educational purposes and will be maintained by SBBC. SEQUEL may use portables for non-educational purposes with prior authorization from SBBC designee. SEQUEL shall maintain buildings and classrooms used to house students in a state of good repair and submit to annual SBBC safety inspections. Maintenance of the facility shall include daily housekeeping activities. SEQUEL shall maintain a maintenance/cleaning log for teacher/student restrooms.

2.33 **Telephone Services**. SEQUEL shall provide a dedicated telephone line, at no cost to SBBC, for a SBBC provided telephone facsimile machine for SBBC use only. SBBC personnel shall be afforded unlimited private access to telephone for official school-related business. In addition, SEQUEL shall provide telephone lines, at no cost to SBBC, for instructional telecommunications purposes at mutually agreed upon locations.

2.34 **Damaged Property**. SEQUEL assumes responsibility for any damage to, or loss of, SBBC property that occurs at the facility location at any time. SEQUEL will be billed by SBBC for repair or replacement costs. SEQUEL will make such remuneration within thirty days of billing.

2.35 **Program Assessment and Evaluation**. SBBC and SEQUEL shall undergo an annual Quality Assurance Review (QAR). SBBC and SEQUEL agree to mutually review each other's QAR findings and assist in correcting deficiencies in a timely manner.

2.36 **Disputes**. In the event that a dispute arises 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 Executive Director, Student Support Services level;
3. Step 3 is resolution of the dispute by the Superintendent of Schools or his or her designee.

2.37 **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 SEQUEL 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.

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.

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.

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 set forth at section 2.41 of this Agreement.

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 paragraphs 2.36 pertaining to procedures for resolution of disputes shall not be applicable to a breach of this section.

f) SEQUEL 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. SEQUEL shall be responsible for all costs related to the breach.

2.38 **Inspection of SEQUEL's Records by SBBC.** SEQUEL 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 SEQUEL'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 SEQUEL or any of SEQUEL payees pursuant to this Agreement. SEQUEL'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. SEQUEL'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) SEQUEL Records Defined. For the purposes of this Agreement, the term "SEQUEL'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.

(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 SEQUEL's 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 SEQUEL pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SEQUEL 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 SEQUEL facilities and to any and all records related to this Agreement, 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 SEQUEL 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 SEQUEL's 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 SEQUEL in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SEQUEL. If the audit discloses billings or charges to which SEQUEL is not contractually entitled, SEQUEL shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SEQUEL 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 SEQUEL 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 SEQUEL pursuant to this Agreement and such excluded costs shall become the liability of SEQUEL.

(h) Inspector General Audits. SEQUEL 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.

2.39 Insurance Requirements. SEQUEL 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.

2.40 **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 Initiatives
The School Board of Broward County, Florida
1400 N.W. 14th Ct.
Fort Lauderdale, Florida 33311

With a Copy to: Director, Equity Academic & Attainment
The School Board of Broward County, Florida
1400 N.W. 14th Ct.
Fort Lauderdale, Florida 33311

To SEQUEL: Kenny Roberts
Sequel TSI of Florida, LLC
1131 Eagletree Lane SE
Huntsville, AL 35801

With a Copy to: Tameko Gore, Facility Administrator
Sequel TSI of Florida, LLC
Pompano Youth Treatment Center
3090 Powerline Rd.
Pompano Beach, Florida 33069

2.41 **Background Screening.** SEQUEL 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 SEQUEL or its personnel providing any services under the conditions described in the previous sentence. SEQUEL 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 SEQUEL and its personnel. The parties agree that the failure of SEQUEL 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. SEQUEL 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 SEQUEL'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 SEQUEL 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 SEQUEL 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 either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. This Agreement shall be canceled if the Department of Juvenile Justice cancels or terminates its agreement or contract with SEQUEL. 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. SEQUEL 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, SEQUEL 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. SEQUEL 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 SEQUEL does not transfer the public records to SBBC. Upon completion of the Agreement, SEQUEL shall transfer, at no cost, to SBBC all public records in possession of SEQUEL or keep and maintain public records required by SBBC to perform the services required under the Agreement. If SEQUEL transfer all public records to SBBC upon completion of the Agreement, SEQUEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SEQUEL keeps and maintains public records upon completion of the Agreement, SEQUEL 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 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, state and local laws, SBBC policies, codes, 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.** Attachment 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 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. **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 SEQUEL: SEQUEL 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 SEQUEL, its agents, servants or employees; the equipment of SEQUEL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SEQUEL or the negligence of SEQUEL'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 SEQUEL, SBBC, or otherwise.

3.27 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the dates set forth below:

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Abby M. Freedman, Chair

ATTEST:

Date

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.

Smith

Date: 2017.07.24 17:14:49 -04'00'

Office of the General Counsel

FOR SEQUEL TSI of FLORIDA, LLC

(Corporate Seal)

SEQUEL TSI of FLORIDA, LLC

ATTEST:

By Kerrick B. May
Kerrick B. May, Regional Director

6/22/16
Date

_____, Secretary
-or-

Witness

Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 22nd day of June, 2017 by Kerrick May of Sequel Youth & Family Services, on behalf of the corporation/SEQUEL.

He/She is personally known to me or produced Drivers License as identification and did/did not first take an oath.

My Commission Expires:



Jessica Summerall
Signature - Notary Public
Jessica Summerall
Printed Name of Notary
FF975030
Notary's Commission No.

ATTACHMENT 1

250 Day DJJ Calendar

School Year 2017 - 2018

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Codes Used on Calendar	Survey Schedule
• Teacher Planning (10 days)	Survey 1 July 10 - 14
^{ER} 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