

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 9-19-06	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px; text-align: center;"> Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </td> <td style="width:50%; padding: 5px; text-align: center;"> Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </td> </tr> </table>	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number FF-1
Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

TITLE:
 Continuation Agreement with Alternatives Unlimited, Inc. to Provide Drop Back In Programs

REQUESTED ACTION:
 Approve the agreement with Alternatives Unlimited, Inc. to provide Drop Back In programs.

SUMMARY EXPLANATION AND BACKGROUND:

Alternatives Unlimited, Inc. provides credit recovery/retrieval for students who have dropped out of school or who are at risk of dropping out. Currently there are 11 approved community based locations with a capacity of 50 students at each site. Certified teachers and technology blend to provide direct instruction and computer assisted learning. To be eligible, students must have previously been enrolled in high school and be 16 years of age or older. The program focus is a full 24-credit high school diploma with the option to participate in the alternative diploma - GED/FCAT Exit Option. The targeted population is youth who meet at least the following criteria: have not passed the FCAT, overage for grade by two years, low grade point average and lack credits to meet the standard diploma requirement. The program model will afford students the opportunity to attend school for a minimum of three hours, be gainfully employed and access the program on a flexible schedule of classes held in the morning or afternoon. All standards required of public schools will be met by the agency including but not limited to requirements of NCLB, IDEA and LEP.

The program opened with three locations in Fall, 2005 expanding to the current eleven sites with plans to open additional locations during the first semester. Programs served a total of 826 students during the 2005-06 school year. Program oversight is provided by the Office of Dropout Prevention. Oversight activities include student enrollment in TERMS, daily attendance, developing and maintaining the master schedule, student scheduling, certification of graduation eligibility, diplomas and provision of the official transcript. Alternatives Unlimited receives 90% of the FEFP. The remaining 10% is used to fund the oversight activities, a Registrar/DPC and a guidance counselor.

The agreement is modeled after the purchased service agreements that the district already has in effect with other providers.

The agreement has been reviewed and approved for form and content by the Board Attorney.

SCHOOL BOARD GOALS:

- Goal One: All students will achieve at their highest potential.
- Goal Two: All schools will have equitable resources.
- Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.
- Goal Four: All stakeholders will work together to build a better school system.

FINANCIAL IMPACT:
 The potential financial impact is \$ 1,500,000. The source of funding is Florida Education Finance Program (FEFP). There is no additional financial impact to the district.

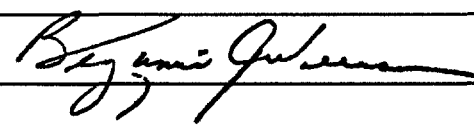
EXHIBITS: (List)
 Agreement

BOARD ACTION: <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">APPROVED</div> <small>(For Official School Board Records' Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION: <table style="width:100%; border: none;"> <tr> <td style="border: none;">Frank Vodolo</td> <td style="border: none; text-align: right;">754-321-2130</td> </tr> <tr> <td style="border: none;">Peggy Morrison-Thurston</td> <td style="border: none; text-align: right;">754-321-2120</td> </tr> <tr> <td style="border: none; font-size: 0.8em;">Name</td> <td style="border: none; font-size: 0.8em; text-align: right;">Phone</td> </tr> </table>	Frank Vodolo	754-321-2130	Peggy Morrison-Thurston	754-321-2120	Name	Phone
Frank Vodolo	754-321-2130						
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Name	Phone						

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Curriculum & Instruction/Student Support
 Dr. Earlean C. Smiley, Deputy Superintendent

SEP 19 2006

Approved in Open Board Meeting on: _____

By:  School Board Chair

AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of September 2006 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
(herein 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

ALTERNATIVES UNLIMITED, INC.,
(hereinafter referred to as "AU"), whose principal place of business is 8508 Loch Raven Blvd. Suite E, Baltimore, Maryland 21286.

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

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

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

WHEREAS, the AU agrees to incorporate an educational component as part of its program; and

WHEREAS, the AU operates the DROP BACK IN CENTERS.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein, and other valuable considerations, the parties to this contract mutually 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. Unless terminated earlier pursuant to section 3.04 of this Agreement the term of this Agreement shall commence on July 1, 2006 and continue through June 30, 2007. The term of this Agreement includes a 180 day school term as approved by the SBBC in accordance with the SBBC approved calendar.

2.02 Annual School Calendar. The academic program must operate a minimum of 180 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. (Attachment 1)

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

2.05 Teacher Certification. All AU teachers must 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. In the event that the AU cannot employ certified instructional personnel for any reason, the SBBC shall provide certified teachers at the expense of the AU.

2.06 District Support. The Dropout Prevention/Alternative Education Department (DOP) will provide support services and oversight to maintain the agreement and ensure the compliance with School Board policy and rule. The DOP shall provide the services of registrar/DPC, certified secondary guidance counselor, and a clerk specialist. The Director of Dropout Prevention/designee shall be the administrative liaison.

2.07 Instructional Staff Ratio. AU classes shall not exceed an average daily attendance pupil/ instructional staff ratio of 25:1. AU, a secondary center, is held accountable to all the requirements of the Florida Department of Education "Class Size Reduction" guidelines.

2.08 Potentially English Proficient Students. All AU teachers must be qualified in a manner prescribed by the SBBC to teach Potentially English Proficient Students.

2.09 Certified ESE Teacher. The AU shall employ a minimum of two Exceptional Student Education (ESE) certified teachers to develop, implement and determine mastery of the Individualized Educational Plan's (IEP) goals for the special education students.

2.10 ESE Specialist. The 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.

2.11 Certified Substitutes. The AU shall employ properly certified substitute teachers for permanent instruction personnel who are temporarily absent due to illness or personal reason.

2.12 Staff Training. The AU 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 AU in-service activities. The cost of said activities, if any, shall be the AU's responsibility.

2.13 Professional Orientation Program. The AU shall assume responsibility for credentialing of its employees including, but not limited to, costs associated with participation in a Professional Orientation Program.

2.14 Supervision. Supervision and control of students while in their program shall be the sole responsibility of the AU. However, AU shall inform the SBBC when a student is involved in a serious incident or is injured as defined by the SBBC.

2.15 Sharing of Records. To the extent permitted by law, the SBBC shall make available, upon request of the AU, any and all educational records in its possession for AU clients including, but not limited to, academic assessments, psychosocial profiles, grade reports, attendance data, and cumulative records. The AU shall comply fully with laws, policies, and rules guaranteeing the confidentiality of student educational records and access thereto.

2.16 Legal Entitlements. The AU shall comply with the legal entitlements of special students identified as exceptional and those who are Potentially English Proficient.

2.17 AU Intake Procedures. The AU shall provide the SBBC, with its written procedures governing, evaluation, dismissal, and separation of students. Intake procedures shall be developed collaboratively with the SBBC to ensure that all students are enrolled in the student database (TERMS) and are assigned the appropriate coursework leading to a high school diploma.

2.18 Code of Conduct. The AU shall provide the SBBC, its written policies regarding the conduct and disciplining of students while they are enrolled in the educational program. The AU 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.

2.19 Attendance. The AU agrees to comply with the SBBC's attendance policy as described in the Code of Student Conduct in order to prevent truancy and promote school attendance.

2.20 Curriculum. The AU shall provide a school day which is at least 300 minutes in length. Interruptions to the instructional process must be documented and have prior approval by Superintendent's designee.

2.21 Academic Placement. The AU shall conduct an academic assessment of each student upon intake. 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 the AU's educational program. The AU shall design 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. For special education students, the ESE teacher shall modify the curriculum as stated on the IEP.

2.22 Academic Intervention Plan. Subsequent to the review of academic history each non ESE student shall have developed an Academic Intervention Plan (AIP) that shall identify the academic needs of the student stated as short term and long term academic goals. The AIP shall be reviewed and revised with the student participating on regularly scheduled intervals.

2.23 Graduation Options. A standard 24 credit diploma is available for all students. AU may also choose to offer through the SBBC the GED/FCAT Exit Option Diploma Program, an alternative diploma for students who are at or beyond their 13 year of school and have passed the FCAT and cannot meet other standard diploma criteria.

2.24 Standardized Testing. The SBBC shall provide testing materials as required by state and district guidelines, to include but not limited to FCAT, HSCT, SAT and FLA Writes. AU shall designate a testing coordinator who will work directly with the SBBC Testing and Evaluation Department. The AU shall initiate testing in accordance with the district testing calendar and procedures.

2.25 Instructional Materials and Supplies. The AU shall provide age/ability-appropriate classroom furniture, equipment and instructional materials. The selection of a credit recovery software program will include identification of the coursework aligned with Florida State Standards. Courses that do not meet a minimum of 80% of the Florida Sunshine State Standards must be supplemented with off-line activities referencing state adopted textbooks and other approved resources. The SBBC shall provide the AU with a list of state-adopted textbooks and recommended instructional materials, and suggested vendors from whom these items may be purchased. The AU will provide documentation to the SBBC for the alignment and supplemental activities at the time the contract is ratified.

2.26 SBBC Standards of Service. The AU shall meet the minimum instructional requirements of the State Standards for Student Achievement, and the SBBC's Standards of Service.

2.27 Immunization. The AU agrees to comply with the State of Florida immunization requirements as described in the Secondary 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.

2.28 AU Incident Procedures. The AU shall provide the SBBC, its written procedures detailing the care of students in emergencies, by August 1, 2006.

2.29 Serious Incident Notification. The AU shall provide a written report of any serious incident on the same day as the occurrence. Notice is forwarded via fax to the Superintendent's designee.

2.30 Student Evaluation. The AU 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 the AU'S program. The results of the individual student pre and post-tests will be submitted to the Superintendent's designee within 10 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, student cumulative records must be transmitted to the Superintendent's designee.

2.31 Program Completion. The AU shall provide all credit completion certification documents to the SBBC Registrar no later than 5 days of completion. Students eligible for graduation must have all coursework completed and registered in the student database by May 12, 2007 in order to meet graduation timelines. Students who are in need of no more than 1 credit may attend an SBBC Community School and become eligible for the SBBC Summer Graduation. Final credit completion certification for all non-graduating students must be submitted to the SBBC Registrar by June 1, 2007.

2.32 School Improvement Plans. The AU shall develop a School Improvement Plan as required by Florida Statute. The plan shall adhere to the guidelines established by the SBBC and shall be reviewed and approved by the SBBC in accordance with SBBC policy.

2.33 Academic Climate. The AU'S curriculum shall be challenging, provoke critical thinking, and incorporate survival 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.

2.34 Testing and Staffing Room. The AU shall make available a quiet, private room for SBBC sponsored psychological evaluations and ESE and/or ESOL staffings.

2.35 Access to Student Meals. The AU 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 the AU chooses to purchase meals from SBBC, a separate agreement with the Department of Food and Nutrition will be executed by the parties for such services.

2.36 Facilities. The facilities shall be provided and maintained by the AU and shall be located at a site to be determined prior to the Fall, 2006 school year or another site approved by the Superintendent.

2.37 Safety Requirements. The AU will comply with the standard requirements, as specified for the programmed use, as determined in the South Florida Building Code (S.F.C.B.C.) Broward County Edition, 1999 (or latest edition), Americans with Disabilities Act (Guidelines) and the National Fire Protection Association (NFPA) 101 Life Safety Code, 1997, 7th edition (or latest edition), especially these items as they are depicted in said codes.

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

2.39 Building Maintenance. The AU shall maintain buildings used to house students in a state of good repair and submit to SBBC inspections upon request.

2.40 Distribution of Funds. One hundred percent (100%) of the Funds paid by the SBBC must be used to support the AU's educational program. Eighty percent (80%) of the funds paid by the 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. The SBBC, will disburse funds in December and April based upon the October and February student survey periods. A wire transfer shall be the method of payment.

2.41 Quarterly Distribution. The AU payments shall be based upon an adjusted quarterly payment generated by full time equivalent students eligible for Florida Education Funding Program (FEFP). As required by Fla. Stat. 1010.20 the rate of payment shall be equal to 90% of the FTE revenue generated through the FEFP. The quarterly payment will be adjusted based upon actual FTE funded by the Florida Department of Education.

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

2.43 Funding Loss. In the event the AU 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, the AU shall reimburse the 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.

2.44 FTE Membership Collection. The AU'S full time equivalent membership shall be counted during the official FTE survey weeks in October and February. Failure by the AU to meet targeted projections during these established weeks shall result in a reduction of funds and an appropriate adjustment in quarterly payments.

2.45 Student Membership. In order to be eligible for FTE reporting, a student must meet membership and attendance requirements. Membership-A student is in membership when he/she is officially enrolled (not withdrawn) in a course by the 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. 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.

2.46 Financial Record Maintenance. The AU shall maintain all financial records related to the educational component of the program for three (3) years.

2.47 Bi-Annual Financial Reports. The AU shall provide a financial accounting of all expenditures toward the educational component of the program. The accounting report shall be in accordance with forms provided by the Superintendent's designee and shall be delivered to the Superintendent's designee on January 31st, 2007 accounting for the period of July 1, through December 31, 2006 and the final report on June 30, 2007.

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

2.49 Attendance Collection Procedures. The AU is required to take attendance on a daily basis. Attendance reports must 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 must be maintained in a manner prescribed by the SBBC, attendance status and the Teachers' roll books which reflect attendance in each class period on the student's schedule, until such time the AU is authorized by the SBBC to dispose of said records, or until the expiration of this Agreement when all such records shall be surrendered to the SBBC.

2.50 Student Performance. The SBBC shall periodically evaluate the quality of the AU's educational program at the SBBC's expense. The Superintendent of Schools shall give the AU ten (10) calendar days prior notice by United States Postal Service certified mail, return receipt requested. The AU shall cooperate with the SBBC's employees, appointees, and/or agents as they attend to their assigned task. Upon development of a final report, the AU shall be given twenty (20) calendar days to react and draft a response which shall be included in the report to the SBBC.

2.51 Academic Records. The AU shall maintain individual achievement records in a form prescribed by the 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.

2.52 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 Area Superintendent level.
3. Step 4 is resolution of the dispute by the Superintendent of Schools.

2.53 Background Screening: The AGENCY 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 The AGENCY or its personnel providing any services under the conditions described in the previous sentence. The AGENCY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to The AGENCY and its personnel. The Parties agree that the failure of The AGENCY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The AGENCY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in The AGENCY's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.54 Indemnification.

a. SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

b. The AU 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 the AU its agents, servants or employees; the equipment of AU its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of the AU or the negligence of the AU 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 the AU, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, the rules and regulations of the State Board of Education, and the policies, rules, and operating procedures of the SBBC. 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.

3.02 Policies and Rules. The AU shall adopt, as part of its governing charter, policies, and/or by-laws, all State laws, State Board of Education rules and SBBC policies relating to Exceptional Student Education.

3.03 Changes in Law. Each party agrees that any amendments to existing Florida Statutes or to the Department of Education policies pertaining to Dropout Prevention which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of the Agreement.

3.04 No Waiver of Sovereign Immunity. Nothing contained in this Agreement including but not limited to the Indemnification section of Article 2, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.05 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 AU or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

3.06 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.07 Termination. This Agreement may be canceled by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.08 Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

3.09 Entire 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.

3.10 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.

3.11 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.

3.12 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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

3.15 Assignment. Neither this Agreement or 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 assignment of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.16 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. In no event shall a lack of funds on the part of either party be deemed Force Majeure.

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

3.18 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.

3.19 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.20 Notice Provision. When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 provision of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board

Franklin L. Till, Jr.
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue, Tenth Floor
Fort Lauderdale, Florida 33301

With a Copy to:

Dr. Earlean Smiley,
Deputy Superintendent
Division of Curriculum and Instruction
600 Southeast Third Avenue, Tenth Floor
Fort Lauderdale, Florida 33301

AU:

Dr. Stuart Berger
Chief Executive Officer
8508 Loch Raven Blvd. Suite E
Baltimore, Maryland 21286

Ms. Felicia Walker,
Executive Director
2800 W. Oakland Park Boulevard, Suite ____
Fort Lauderdale, Florida 33309

3.21 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.


(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

BY


BENJAMIN J. WILLIAMS, Chair

ATTEST:


FRANKLIN L. TILL, JR.
Superintendent of Schools

Approved as to form:


School Board Attorney

FOR: ALTERNATIVES UNLIMITED, INC.

(CORPORATE SEAL)

Alternatives Unlimited, Inc.
Name of Corporation / AU

ATTEST:

BY: Stuart Berger
DR. STUART BERGER, Chief Executive Officer

_____, Secretary
-or-
[Signature]
Witness
[Signature]
Witness

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

STATE OF Maryland
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 13 day of July,
20 06 by Stuart Berger of
Name of Person
Alternatives unlimited on behalf of the Corporation / AU.
AU

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

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

My Commission Expires:

[Signature]
Signature - Notary Public
William Michael Martin II
Printed Name of Notary

(SEAL)

Notary's Commission Number