

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date September 19, 2006	<table style="width:100%; border: none;"> <tr> <td style="border: none; padding: 5px;">Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> <td style="border: none; padding: 5px;">Time Certain Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> </tr> </table>	Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Time Certain Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Agenda Item Number FF-2
Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Time Certain Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

TITLE:	Supplemental Education Services (SES) Agreements						
REQUESTED ACTION:	Approve the first round of agreements for Supplemental Educational Service providers required under No Child Left Behind (NCLB).						
SUMMARY EXPLANATION AND BACKGROUND:	<p>Supplemental Education Services (SES) is a requirement of the No Child Left Behind (NCLB) Legislation and provides extra academic assistance such as tutoring and other after school services that have been approved by the State. These services must take place outside of the regular school day and parents may choose the provider of these services. 1. A to Z IN-HOME TUTORING, LLC. 2. Accuracy Temporary Services 3. Bright Futures Learning, Inc. 4. Chancellor Supplemental Educational Services, LLC. 5. Educational Support Systems 6. Growing Minds Teaching Center, Inc. 7. Jay's Learning Center I, Inc. 8. Markem, Inc. 9. Next Level Educational Programs, LLC 10. Palm Harbor Prep, 11. Project MIND, Inc. 12. T & T Learning Center, Inc. 13. The Huntington Learning Centers, Inc.</p> <p>To qualify for SES, a student must be attending a Title I school that has not made AYP for three consecutive years. The student must be documented as being from a low-income family and this group may be prioritized based upon academic achievement. A student cannot receive both school choice and SES. Parents of students who qualified were offered the option of school choice or SES during the spring enrollment period.</p> <p>There are currently 56 State-approved vendors who are eligible to offer SES services in Broward County. Vendors can receive up to \$1,365 per pupil for these services. This is equal to the per pupil appropriation given the District under Title I Program. To date more than 1400 parents have selected SES for the 2006-07 school year. There will be additional contracts coming forward this year due to subsequent enrollment opportunities for parents and a second vendor enrollment window offered by the Florida Department of Education. The attached time line provides an overview of the process employed for the current school year.</p> <p>All agreements have been approved as to form by the School Board Attorney.</p>						
SCHOOL BOARD GOALS:	<input type="checkbox"/> •Goal One: All students will achieve at their highest potential. <input type="checkbox"/> •Goal Two: All schools will have equitable resources. <input checked="" type="checkbox"/> •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement. <input checked="" type="checkbox"/> •Goal Four: All stakeholders will work together to build a better school system.						
FINANCIAL IMPACT:	The financial impact for this initiative is up to \$1,365 per approximately 1,400 students. The source of funds is the District's Title I budget estimated to be \$1,911,000. There is no additional financial impact to the district.						
EXHIBITS: (List)	SES Summary Background Time Line Thirteen Agreements						
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:						
APPROVED	<table style="width:100%; border: none;"> <tr> <td style="border: none; padding: 5px;">Frank Vodolo</td> <td style="border: none; padding: 5px; text-align: right;">(754) 321-2130</td> </tr> <tr> <td style="border: none; padding: 5px;">Vera Ginn</td> <td style="border: none; padding: 5px; text-align: right;">(754) 321-1420</td> </tr> <tr> <td style="border: none; padding: 5px;"><small>Name</small></td> <td style="border: none; padding: 5px;"><small>Phone</small></td> </tr> </table>	Frank Vodolo	(754) 321-2130	Vera Ginn	(754) 321-1420	<small>Name</small>	<small>Phone</small>
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<small>(For Official School Board Records' Office Only)</small>							

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

Approved in Open Board Meeting on: SEP 19 2006

By: School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19 day of Sept.,
2006, 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

A to Z IN-HOME TUTORING, LLC
(hereinafter referred to as "Provider"),
whose principal place of business is
121 North 2nd Street Suite 301, Fort Pierce, FL 34950

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration.** The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent.** The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at the students' home, Broward County, Florida 33___, hereinafter known as the "LOCATION."

2.04 **Indemnification.**

A. By SBBC: 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. By Provider: Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider'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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Providers may be private companies under contract with the SBBC. These Providers are in many cases "for profit" organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student's PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student's PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 On-line Services. Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 Independent Contract. The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 Conflict of Interest. Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 Disputes. Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of

service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination.** Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law.** 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To A to Z: Jo-Ann Prisco, State Director
Name of Other Party
121 N. 2nd Street, Suite 301
Address
Fort Pierce, Florida 34950
Address

With a Copy to: _____
Name to be provided by School

Address

Address

3.18 **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.

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

3.20 **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.

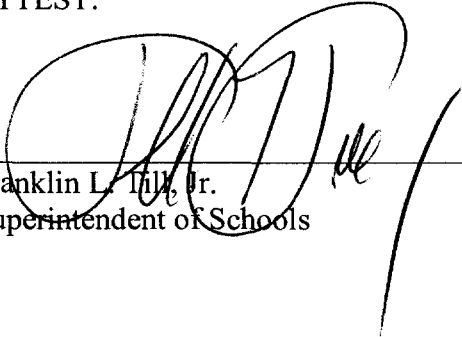
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

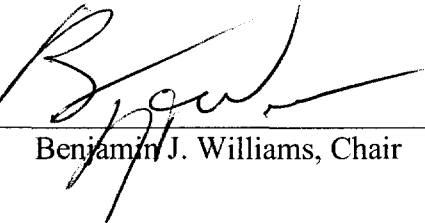
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

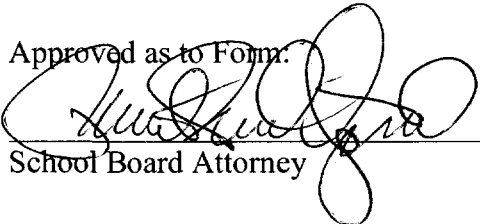
ATTEST:



Franklin L. Hill, Jr.
Superintendent of Schools

By 

Benjamin J. Williams, Chair

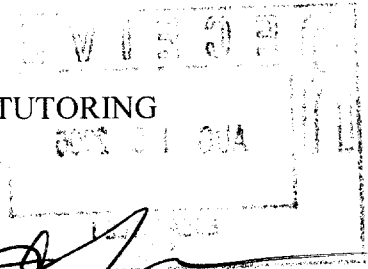
Approved as to Form:


School Board Attorney

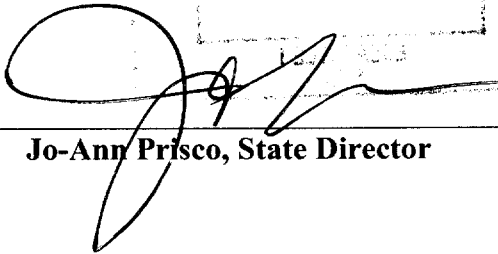
FOR A to Z IN HOME TUTORING

(Corporate Seal)

A to Z IN HOME TUTORING

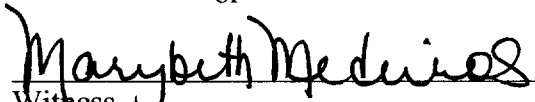


ATTEST:

By 
Jo-Ann Prisco, State Director

, Secretary

-or-


Witness


Witness

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

STATE OF FLORIDA

COUNTY OF SAINT LUCIE

The foregoing instrument was acknowledged before me this 10th day of AUGUST, 2006 by JO-ANN PRISCO of

A to Z In Home Tutoring, on behalf of the corporation/agency.
Name of Corporation or 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:

JUNE 28, 2009


Signature - Notary Public

ARLETTA R VANCE
Printed Name of Notary

(SEAL)

DD445589
Notary's Commission No.

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ **Phone #** _____

1. STUDENT'S INDIVIDUAL GOALS

Based on evaluation of the student's academic achievement, district, provider, and parent have set the following goals for the student:

[Insert description – Subject(s), goal statement(s) and objective(s)- for example, specific increases in scores on statewide academic assessments. Include intermediate, as well as final goals. If the student is disabled, state how the goals fit with the student's individualized education program (IEP).]

Subject: _____

Goal Statement: _____

Objective: _____

2. PERFORMANCE MEASURES FOR MEETING GOALS

Provider will measure the student's progress in meeting the goals above as follows:

[Insert description – for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the performance measures fit with the student's IEP.]

3. TIMELINE FOR IMPROVING ACHIEVEMENT

District, provider, and parent have set the following timeline for improving the student's achievement:

No. of sessions per week:

Length of each session:

Beginning date:

End Date:

Days of the week:

Time:

Total no. of sessions:

Location of sessions:

4. DESCRIPTION OF SERVICES

Provider will give the student the following supplemental educational services at the following location(s), dates, and times.

[Insert general description of your program and procedures, which should also include the method of delivery - for example, tutoring, small classes, etc., along with locations, dates, and times.]

5. COMMUNICATION WITH PARENTS & DISTRICT

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting method(s)- for example, by written report on a monthly basis].

6. CONFIDENTIALITY

Provider will not publicly disclose the student’s identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in MINUTES to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. *Submit one record per month.*

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director /Designee _____ Date _____

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
 701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
 From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, whereas 1 is "Unsatisfactory" and 4 is "Outstanding", please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one			Don't know	
	Unsatisfactory	Outstanding			
1. Did the provider give you and your child regular feedback on his or her learning? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities only.</p> <p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p> <p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <p>_____</p>	
<p>Parents of English-Language learners only.</p> <p>This question is only for parents of English-language learners:</p> <p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p> <p>This question is only for parents of English-language learners:</p> <p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>

**School Board of Broward County
Student Progress Report for Supplemental Educational Services (SES)**

Student Name _____

Grade _____

Student # _____

School _____

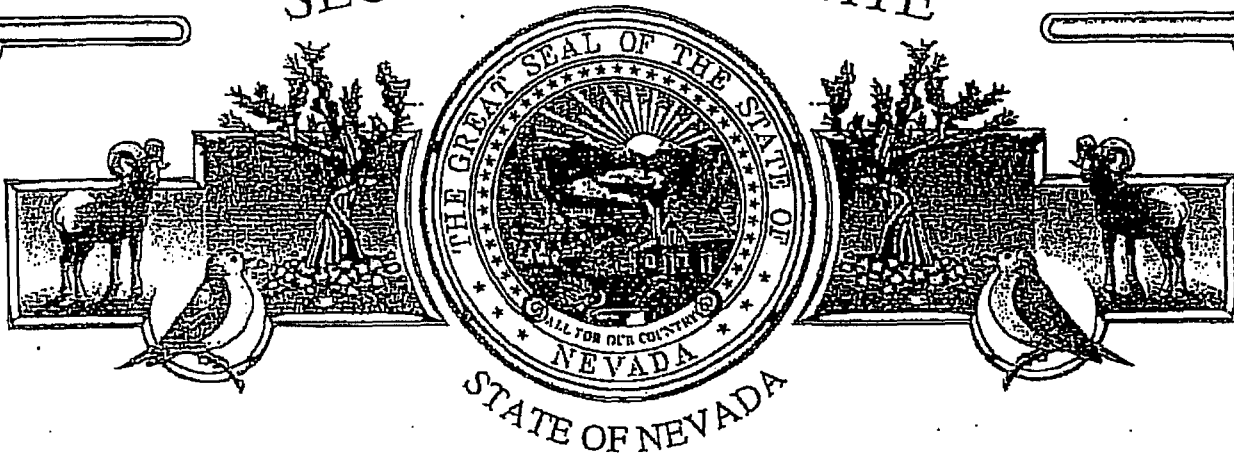
Provider Name: _____

Assessment	Assessment/Diagnostic Information	
	Reading	Mathematics
FCAT	SSS: _____ NRT: _____	SSS: _____ NRT: _____
SAT		
Benchmark Assessment Test (BAT)		
DIBELS		
DAR		
Reading Inventory		
Other - Name:		
Provider's Pre-Test - Name:		
Provider's Post-Test - Name:		

Instructional Level as indicated by assessment _____

Reporting Date	Reading/Writing Intervention/Program	Mathematics Intervention/Program	Monitoring and Progress	
			Benchmark/Strategies Targeted	Progress Indicators & Measurement
Date:				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
Date:				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>

SECRETARY OF STATE



LIMITED-LIABILITY COMPANY CHARTER

I, DEAN HELLER, the Nevada Secretary of State, do hereby certify that A TO Z IN-HOME TUTORING LLC did on December 2, 2002, file in this office the Articles of Organization for a Limited-Liability Company, that said Articles are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain the provisions required by the laws governing Limited-Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office in Las Vegas, Nevada, on December 2, 2002.

Dean Heller

DEAN HELLER
Secretary of State

By

Angela Sukerwick

Certification Clerk



STATE OF NEVADA - SECRETARY OF STATE

CERTIFICATE

NAME OF LIMITED-LIABILITY COMPANY

FILE NUMBER

A TO Z IN-HOME TUTORING LLC

LLC14823-02



FILED

JAN - 9 2003

Dean Heller
Secretary of State

I, Dean Heller, the duly qualified Secretary of State of Nevada do hereby certify that the above Limited-Liability Company, after having paid the appropriate annual fee for the filing in this office a list of its Managers or Members and designation of resident agent for the above filing period, together with any required penalty and having also filed the afore said list as required by Nevada Revised Statutes Section 86.263 and 86.269, as amended, is hereby authorized to transact and conduct business within this state for the aforesaid period.

THIS CERTIFICATE BECOMES A RECEIPT UPON BEING VALIDATED BY THE OFFICE OF SECRETARY OF STATE

DEAN HELLER
Secretary of State

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2006

PRODUCER (615) 301-2500
Bankers Insurance Group, LLC
222 2nd Avenue North Suite 420
Nashville, TN 37201

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **A to Z In-Home Tutoring, LLC**
1300 Division Street, #300
Nashville, TN 37203

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Company	
INSURER B: Evanston Insurance Co.	
INSURER C: Lexington Insurance Company	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	X	GENERAL LIABILITY	CLS1211671	5/1/2006	5/1/2007	EACH OCCURRENCE \$ 1,000,000
			COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
			CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person) \$ 5,000
			GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
			POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				GENERAL AGGREGATE \$ 3,000,000
			AUTOMOBILE LIABILITY				PRODUCTS - COMP/OP AGG \$ 3,000,000
			ANY AUTO <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$
			ALL OWNED AUTOS <input type="checkbox"/>				BODILY INJURY (Per person) \$
			SCHEDULED AUTOS <input type="checkbox"/>				BODILY INJURY (Per accident) \$
			HIRED AUTOS <input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
			NON-OWNED AUTOS <input type="checkbox"/>				
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
			ANY AUTO <input type="checkbox"/>				OTHER THAN EA ACC \$
							AUTO ONLY: AGG \$
B	X		EXCESS/UMBRELLA LIABILITY	XMR17960	11/1/2005	9/12/2006	EACH OCCURRENCE \$ 2,000,000
			OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE \$ 2,000,000
			DEDUCTIBLE <input type="checkbox"/>				\$
			RETENTION \$				\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
			OTHER				E.L. DISEASE - POLICY LIMIT \$
C			Professional Liability	0478467	11/4/2005	11/4/2006	Sexual Misconduct 1,000,000
D			Employment Practices Liability	0478467	11/18/2005	11/18/2006	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The School Board of Broward County Florida is listed as additional insured.

CERTIFICATE HOLDER

The School Board of Broward County
Florida
600 SE 3rd Avenue
Fort Lauderdale, FL 33301-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
LOS-000526215-01

PRODUCER
Marsh USA Inc.
3131 E. Camelback Road
Suite 400
Phoenix, AZ 85016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

170184-GLPL-5/23-06-07
INSURED
Providence Service Corporation
620 N. Craycroft Rd.
Tucson, AZ 85711

- COMPANY
A N/A
- COMPANY
B Philadelphia Insurance Company
- COMPANY
C ACE American Insurance Company
- COMPANY
D

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 3

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK160496	03/01/06	03/01/07	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WLRC44343745 (All Other States) WLRC44343757 (California)	05/15/06 05/15/06	05/15/07 05/15/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
The School Board of Broward County is named as additiional insured (except for workers' compensation) where required by written contract and allowed by law.

CERTIFICATE HOLDER

The School Board of Broward County
600 SE 3rd Ave
Ft. Lauderdale, FL 33301

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Patricia J. Benyi



MM1(3/02)

VALID AS OF: 08/10/06

ADDITIONAL INFORMATION

LOS-000526215-01

DATE (MM/DD/YY)
08/10/06

PRODUCER

Marsh USA Inc.
3131 E. Camelback Road
Suite 400
Phoenix, AZ 85016

170184-GLPL-5/23-06-07

INSURED

Providence Service Corporation
620 N. Craycroft Rd.
Tucson, AZ 85711

COMPANIES AFFORDING COVERAGE

COMPANY

E

COMPANY

F

COMPANY

G

COMPANY

H

TEXT

****Additional Named Insureds****

- Providence Service Corporation
- A to Z In-Home Tutoring
- AlphaCare Resources, Inc.
- Camelot Care Centers, Inc.
- Camelot Care Corporation
- Camelot Community Care, Inc.
- Children's Behavioral Health, Inc.
- Choices Group, Inc.
- College Community Services
- Cypress Management Services
- Dockside Services Inc.
- Drawbridges Counseling Services, LLC
- Family Based Strategies, Inc.
- Family Preservation Services Inc.
- Family Preservation Services of Florida Inc.
- Family Preservation Services of North Carolina Inc.
- Family Preservation Community Services
- Family Preservation Services of Virginia, Inc.
- Family Preservation Services of Washington D.C. Inc.
- Family Preservation Services of West Virginia Inc.
- Intervention Services, Inc.
- Maple Services LLC
- Maple Star Nevada
- MerryMeeting Center for Child Development (MCCD)
- Oasis Comprehensive Foster Care LLC
- Pottsville Behavioral Counseling
- Providence Management Corporation of Florida
- Providence of Arizona, Inc.
- Providence Community Services, Inc.
- Providence Community Services, LLC (formerly Aspen Management Services Organization, LLC)
- Providence Service Corporation of Delaware, Inc.
- Providence Service Corporation of Maine, Inc.
- Providence Service Corporation of Oklahoma, Inc.
- Providence Service Corporation of Texas, Inc.
- Rio Grande Management Co., LLC
- Transitional Family Services, Inc.

CERTIFICATE HOLDER

The School Board of Broward County
600 SE 3rd Ave
Ft. Lauderdale, FL 33301

MARSH USA INC. BY

Patricia J. Benyi



AGREEMENT

THIS AGREEMENT is made and entered into as of this 19 day of Sept., 2006, 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

Accuracy Temporary Services, Inc.
(hereinafter referred to as "Provider"),
whose principal place of business is
20674 Hall Road
Clinton Township, MI 48038

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration.** The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent.** The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at _____ student's home _____, _____, Florida 33 _____, hereinafter known as the "LOCATION."

2.04 **Indemnification.**

A. By SBBC: 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. By Provider: Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider'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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Providers may be private companies under contract with the SBBC. These Providers are in many cases "for profit" organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student's PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student's PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 On-line Services. Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 Independent Contract. The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 Conflict of Interest. Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 **Disputes.** Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination.** Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law**. 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To ATS Project Success: Bill Britt
Name of Other Party
20674 Hall Road, Clinton Twp., MI 48038
Address

Address

With a Copy to: _____
Name to be provided by School

Address

Address

3.18 **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.

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

3.20 **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.

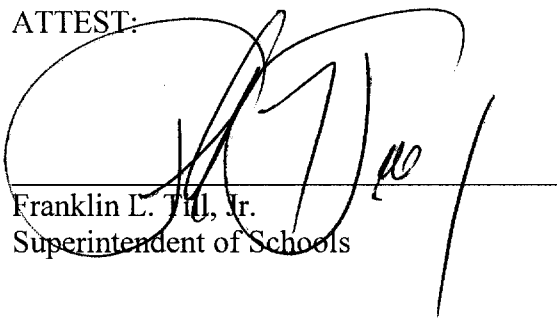
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

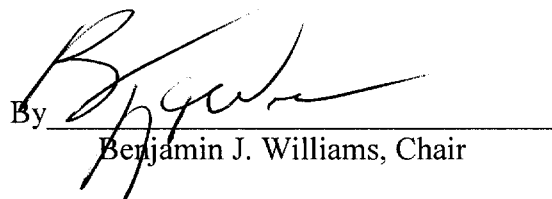
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

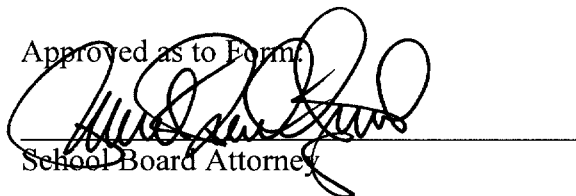
ATTEST:



Franklin L. Till, Jr.
Superintendent of Schools

By 

Benjamin J. Williams, Chair

Approved as to Form.


School Board Attorney

[If the other party is a corporation or agency, use this signature page]

FOR ATS Project Success

(Corporate Seal)

ATS Project Success
Name of Corporation or Agency

ATTEST:

Howard Weaver
Secretary

By Howard Weaver
Name and Title

-or-

Cheryl D...
Witness

[Signature]
Witness

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

STATE OF Michigan

COUNTY OF Macomb

The foregoing instrument was acknowledged before me this 4th day of August, 2006 by Howard Weaver of _____, on behalf of the corporation/agency.

Name of Corporation or Agency
He/She is personally known to me or produced personally known as _____ identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

Darlene M. David
Signature - Notary Public

(SEAL) **Darlene M. David**
Notary Public
Macomb County
Exp. Date 12/09/2011
Acting in the County of macomb

Darlene M. David
Printed Name of Notary

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ **Phone #** _____

1. STUDENT'S INDIVIDUAL GOALS

Based on evaluation of the student's academic achievement, district, provider, and parent have set the following goals for the student:

[Insert description – Subject(s), goal statement(s) and objective(s)- for example, specific increases in scores on statewide academic assessments. Include intermediate, as well as final goals. If the student is disabled, state how the goals fit with the student's individualized education program (IEP).]

Subject: _____

Goal Statement: _____

Objective: _____

2. PERFORMANCE MEASURES FOR MEETING GOALS

Provider will measure the student's progress in meeting the goals above as follows:

[Insert description – for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the performance measures fit with the student's IEP.]

3. TIMELINE FOR IMPROVING ACHIEVEMENT

District, provider, and parent have set the following timeline for improving the student's achievement:

No. of sessions per week: _____ Length of each session: _____

Beginning date: _____ End Date: _____

Days of the week: _____ Time: _____

Total no. of sessions: _____ Location of sessions: _____

4. DESCRIPTION OF SERVICES

Provider will give the student the following supplemental educational services at the following location(s), dates, and times.

[Insert general description of your program and procedures, which should also include the method of delivery - for example, tutoring, small classes, etc., along with locations, dates, and times.]

5. COMMUNICATION WITH PARENTS & DISTRICT

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting method(s)- for example, by written report on a monthly basis].

6. CONFIDENTIALITY

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in **MINUTES** to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. *Submit one record per month.*

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director /Designee _____ Date _____

Exhibit C

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, whereas 1 is "Unsatisfactory" and 4 is "Outstanding", please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one				Don't know
	Unsatisfactory		Outstanding		
1. Did the provider give you and your child regular feedback on his or her learning? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities <i>only</i>.</p>	
<p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p> <p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners <i>only</i>.</p>	
<p>This question is only for parents of English-language learners:</p> <p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners <i>only</i>.</p>	
<p>This question is only for parents of English-language learners:</p> <p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>

School Board of Broward County
Student Progress Report for Supplemental Educational Services (SES)

Student Name _____ Grade _____ Student # _____

School _____ Provider Name: _____

Assessment		Reading		Mathematics	
Assessment/Diagnostic Information		SSS:	NRT:	SSS:	NRT:
FCAT					
SAT					
Benchmark Assessment Test (BAT)					
DIBELS					
DAR					
Reading Inventory					
Other - Name:					
Provider's Pre-Test - Name:					
Provider's Post-Test - Name:					

Instructional Level as indicated by assessment _____

Monitoring and Progress

Reporting Date	Reading/Writing Intervention/Program	Mathematics Intervention/Program	Benchmark/Strategies Targeted	Progress Indicators & Measurement
				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
Date:				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>

Instructor's signature:

Progress comments must be provided.

Instructor's signature:

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SW
ACCUR-1

DATE (MM/DD/YYYY)

07/06/06

PRODUCER
The Huttenlocher Group
1007 W. Huron
Waterford MI 48328
Phone: 248-681-2100 Fax: 248-681-0362

INSURED
Accuracy Temporary Services
d/b/a ATS Education Services
d/b/a Creative Learning d/b/a
ATS Employment Services
Ms. Renee Weaver Wright
P.O. Box 292
Clarkston MI 48346

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Cincinnati Insurance Company	N
INSURER B:	The Hartford (SCIC)	29424
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	CAP5812057	07/01/06	07/01/07	EACH OCCURRENCE \$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
X		<input checked="" type="checkbox"/> Sexual Misconduct	CAP5812057	07/01/06	07/01/07	PERSONAL & ADV INJURY \$ 1000000
						GENERAL AGGREGATE \$ 2000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2000000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				Emp Ben. 1000000
A		AUTOMOBILE LIABILITY	CAA5812057	07/01/06	07/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
A		EXCESS/UMBRELLA LIABILITY	CAP5812057	07/01/06	07/01/07	EACH OCCURRENCE \$ 1000000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1000000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	35WECNA8270	07/01/06	07/01/07	WC STATUTORY LIMITS OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500000
						E.L. DISEASE - EA EMPLOYEE \$ 500000
						E.L. DISEASE - POLICY LIMIT \$ 500000
A		Teacher's Professional Liab.	CAP5812057	07/01/06	07/01/07	Per Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as Additional Insured under the above noted Liability as pertains to work and/or services provided by the named insured

CERTIFICATE HOLDER

BOWARDS

Broward County Schools
701 Northwest Ave.
Lauderhill FL 33311

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
[Signature]

AGREEMENT

THIS AGREEMENT is made and entered into as of this 7 day of August, 2006, 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

Bright Futures Learning, Inc
(hereinafter referred to as "Provider"),
whose principal place of business is
PO BOX 13929 Florence, SC 29504.

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration.** The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent.** The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at School Sites, Broward County, Florida 33311, hereinafter known as the “LOCATION.”

2.04 **Indemnification.**

A. By SBBC: 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. By Provider: Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider’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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services “on-line”. Providers may be private companies under contract with the SBBC. These Providers are in many cases “for profit” organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student’s PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student’s PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 On-line Services. Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 Independent Contract. The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 Conflict of Interest. Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 Disputes. Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of

service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination.** Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law.** 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To Bright Futures Learning: Bright Futures Learning, Inc.
Lindsey D. Billings, CFO
Name of Other Party
PO BOX 13929
Address
Florence, SC 29504
Address

With a Copy to: _____
Name to be provided by School

Address

Address

3.18 **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.

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

3.20 **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.

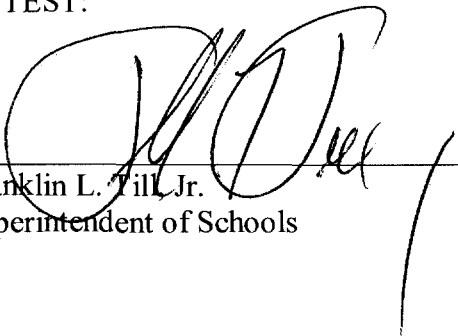
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

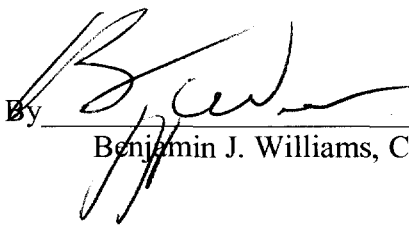
(Corporate Seal)

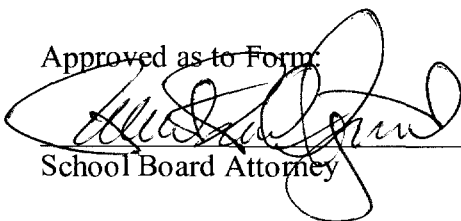
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:



Franklin L. Till, Jr.
Superintendent of Schools


By _____
Benjamin J. Williams, Chair

Approved as to Form:


School Board Attorney

[If the other party is a corporation or agency, use this signature page]

FOR Bright Futures Learning, Inc.

(Corporate Seal)

Bright Futures Learning, Inc.
Name of Corporation or Agency

ATTEST:

Lindsey D Billings

, CFO

By Lindsey D. Billings, CFO
Name and Title

-or-

Witness

Witness

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

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

The foregoing instrument was acknowledged before me this tenth day of August, 2006 by Lindsey D. Billings of Bright Futures Learning, Inc. Name of Person

Name of Corporation or Agency, on behalf of the corporation/agency.

He/She is personally known to me or produced N/A as identification and did/did not first take an oath. Type of Identification

My Commission Expires:
~~My Commission Expires~~
September 30, 2012

Joel T. Billings
Signature - Notary Public

Joel T. Billings
Printed Name of Notary

(SEAL)

N/A
Notary's Commission No.

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

FILED

JUN 27 2003

Mark Hammond
SECRETARY OF STATE

APR 18 2003

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF INCORPORATION

Mark Hammond

SECRETARY OF STATE OF SOUTH CAROLINA
TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the proposed corporation is Bright Futures Learning, Inc.
2. The initial registered office of the corporation is 2204 B Second Loop Road
Street Address
Florence Florence South Carolina 29501
City County State Zip Code

and the initial registered agent at such address is Michael J. Pullman
Print Name

I hereby consent to the appointment as registered agent of the corporation:

Michael J. Pullman
Agent's Signature

3. The corporation is authorized to issue shares of stock as follows. Complete "a" or "b", whichever is applicable:
 - a. The corporation is authorized to issue a single class of shares, the total number of shares authorized is 500,000.
 - b. The corporation is authorized to issue more than one class of shares:

Class of Shares	Authorized No. of Each Class
_____	_____
_____	_____
_____	_____

The relative right, preference, and limitations of the shares of each class, and of each series within a class, are as follows:

4. The existence of the corporation shall begin as of the filing date with the Secretary of State unless a delayed date is indicated (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended) _____

Bright Futures Learning, Inc.

Name of Corporation

5. The optional provisions, which the corporation elects to include in the articles of incorporation, are as follows (See the applicable provisions of Sections 33-2-102, 35-2-105, and 35-2-221 of the 1976 South Carolina Code of Laws, as amended).

6. The name, address, and signature of each incorporator is as follows (only one is required):

a. Robert E. Lee
Name
P.O. Box 1931; Florence, SC 29503
Address

Signature

b.
Name

Address

Signature

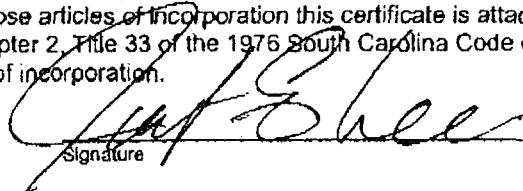
c.
Name

Address

Signature

7. I, Robert E. Lee, an attorney licensed to practice in the state of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapter 2, Title 33 of the 1976 South Carolina Code of Laws, as amended, relating to the articles of incorporation.

Date 6/25/03


Signature

Robert E. Lee
Type or Print Name

P.O. Box 1931
Address

Florence, SC 29503

843-669-8787
Telephone Number

Bright Futures Learning, Inc.

Name of Corporation

The optional provisions, which the corporation elects to include in the articles of incorporation, are as follows (See the applicable provisions of Sections 33-2-102, 35-2-105, and 35-2-221 of the 1976 South Carolina Code of Laws, as amended).

The name, address, and signature of each incorporator is as follows (only one is required):

a. Robert E. Lee
Name
P.O. Box 1931; Florence, SC 29503
Address
Signature Robert E. Lee.

b.
Name
Address
Signature

c.
Name
Address
Signature

I, Robert E. Lee, an attorney licensed to practice in the state of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapter 2, Title 33 of the 1976 South Carolina Code of Laws, as amended, relating to the articles of incorporation.

Date 6/25/03

Signature Robert E. Lee

Robert E. Lee
Type or Print Name

P.O. Box 1931
Address

Florence, SC 29503

843-669-8787
Telephone Number

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KR
BRIGH-4

DATE (MM/DD/YYYY)
08/03/06

PRODUCER FCIS - Charlotte Branch 1051 E Morehead St Ste 100 Charlotte NC 28204 Phone: 704-375-0038 Fax: 704-375-9013	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Bright Futures Learning, Inc. Lindsey Billings PO Box 13929 Florence SC 29504	INSURER A: Federal Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35836350	07/25/06	07/25/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73542835	07/25/06	07/25/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA.ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	79845462	07/25/06	07/25/07	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	71720469 (EXCL. STATE OF CA)	07/25/06	07/25/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A		Professional Liab	68048299	07/17/06	07/17/07	Prof Liab 1MM/3MM
A		Executive Risk	68048299	07/17/06	07/17/07	D&O; EPL 1MM/1MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

BROWA-1

School Board of Broward County
 Attn: Mrs. Rosa Taylor
 600 Southeast Third Street
 Ft. Lauderdale FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ **Phone #** _____

1. STUDENT'S INDIVIDUAL GOALS

Based on evaluation of the student's academic achievement, district, provider, and parent have set the following goals for the student:

[Insert description – Subject(s), goal statement(s) and objective(s)- for example, specific increases in scores on statewide academic assessments. Include intermediate, as well as final goals. If the student is disabled, state how the goals fit with the student's individualized education program (IEP).]

Subject: _____

Goal Statement: _____

Objective: _____

2. PERFORMANCE MEASURES FOR MEETING GOALS

Provider will measure the student's progress in meeting the goals above as follows:

[Insert description – for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the performance measures fit with the student's IEP.]

3. TIMELINE FOR IMPROVING ACHIEVEMENT

District, provider, and parent have set the following timeline for improving the student's achievement:

No. of sessions per week:

Length of each session:

Beginning date:

End Date:

Days of the week:

Time:

Total no. of sessions:

Location of sessions:

4. DESCRIPTION OF SERVICES

Provider will give the student the following supplemental educational services at the following location(s), dates, and times.

[Insert general description of your program and procedures, which should also include the method of delivery - for example, tutoring, small classes, etc., along with locations, dates, and times.]

5. COMMUNICATION WITH PARENTS & DISTRICT

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting method(s)- for example, by written report on a monthly basis].

6. CONFIDENTIALITY

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in **MINUTES** to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. *Submit one record per month.*

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director /Designee _____ Date _____

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
 701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
 From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, whereas 1 is "Unsatisfactory" and 4 is "Outstanding", please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one				
	Unsatisfactory	Outstanding			Don't know
<p>1. Did the provider give you and your child regular feedback on his or her learning?</p> <p>Comments: _____</p>	1	2	3	4	<input type="checkbox"/>
<p>2. Did the provider's services reinforce your child's academic areas in need of improvement?</p> <p>Comments: _____</p>	1	2	3	4	<input type="checkbox"/>

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities only.</p>	
<p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p> <p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>

Exhibit D
School Board of Broward County
Student Progress Report for Supplemental Educational Services (SES)

Student Name _____ Grade _____ Student # _____
 School _____ Provider Name: _____

Assessment	Assessment/Diagnostic Information	
	Reading	Mathematics
FCAT	SSS: _____ NRT: _____	SSS: _____ NRT: _____
SAT		
Benchmark Assessment Test (BAT)		
DIBELS		
DAR		
Reading Inventory		
Other - Name:		
Provider's Pre-Test - Name:		
Provider's Post-Test - Name:		

Instructional Level as indicated by assessment _____

Monitoring and Progress

Reporting Date	Reading/Writing Intervention/Program	Mathematics Intervention/Program	Benchmark/Strategies Targeted	Progress Indicators & Measurement
				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
Date:				Instructor's signature: <i>Progress comments must be provided.</i>
				Instructor's signature:

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID KR BRIGH-4	DATE (MM/DD/YYYY) 08/11/06
PRODUCER FCIS - Charlotte Branch 1051 E Morehead St Ste 100 Charlotte NC 28204 Phone: 704-375-0098 Fax: 704-375-9013	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Bright Futures Learning, Inc. Lindsey Billings PO Box 13929 Florence SC 29504	INSURERS AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

POLICY CODE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	35036350	07/25/06	07/25/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73542835	07/25/06	07/25/07	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	79845462	07/25/06	07/25/07	EACH OCCURRENCE \$ 500,000 AGGREGATE \$ 500,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER:	71726469 (EXCL. STATE OF CA)	07/25/06	07/25/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab	69048299	07/17/06	07/17/07	Prof Liab 1M/1M
A	Executive Risk	69048299	07/17/06	07/17/07	D&O; EPL 1M/1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

School Board of Broward County is named as an Additional Insured on the above Professional Liability Policy only.

CERTIFICATE HOLDER Broward-1 School Board of Broward County Attn: Mrs. Rosa Taylor 600 Southeast Third Street Ft. Lauderdale FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
---	--

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19 day of Sept., 2006, 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

Chancellor Supplemental Educational Services, LLC
(hereinafter referred to as "Provider"),
whose principal place of business is
3250 Mary St. Ste. 202, Coconut Grove, FL 33133.

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration.** The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent.** The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at Student's home school, Broward County, Florida hereinafter known as the "LOCATION."

2.04 **Indemnification.**

A. By SBBC: 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. By Provider: Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider'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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Providers may be private companies under contract with the SBBC. These Providers are in many cases "for profit" organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student's PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student's PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 On-line Services. Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 Independent Contract. The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 Conflict of Interest. Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 Disputes. Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of

service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination.** Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law.** 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To Chancellor SES: G. Alex Fernandez
Name of Other Party
3250 Mary St. Suite 202
Address
Coconut Grove, FL 33133
Address

With a Copy to: _____
Name to be provided by School

Address

Address

3.18 **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.

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

3.20 **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.

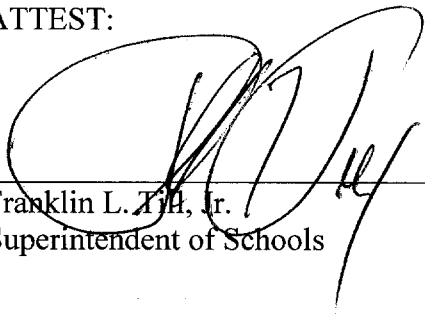
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

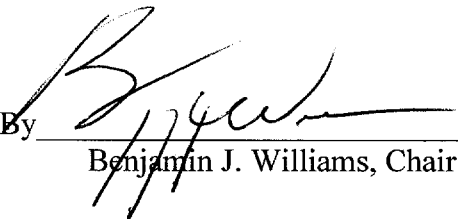
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

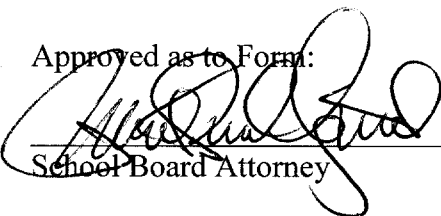
ATTEST:



Franklin L. Till, Jr.
Superintendent of Schools

By 

Benjamin J. Williams, Chair

Approved as to Form:


School Board Attorney

FOR Chancellor Supplemental Educational Services , LLC

(Corporate Seal)

Chancellor Supplemental Educational Services, LLC
Name of Corporation or Agency

ATTEST:

G. Alex Fernandez / Chief Operating Officer
Name and Title

_____, Secretary

for-

Witness

Witness

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

STATE OF Florida

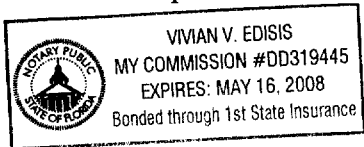
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23 day of August, 2006 by G. Alex Fernandez of _____
Name of Person

Chancellor Supplemental Ed. Svc's, on behalf of the corporation/agency.
Name of Corporation or 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:



(SEAL)

Vivian V. Edisis
Signature - Notary Public

Vivian V. Edisis
Printed Name of Notary

00319445
Notary's Commission No.

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ Phone # _____

1. STUDENT'S INDIVIDUAL GOALS

Based on evaluation of the student's academic achievement, district, provider, and parent have set the following goals for the student:

[Insert description – Subject(s), goal statement(s) and objective(s)- for example, specific increases in scores on statewide academic assessments. Include intermediate, as well as final goals. If the student is disabled, state how the goals fit with the student's individualized education program (IEP).]

Subject: _____

Goal Statement: _____

Objective: _____

2. PERFORMANCE MEASURES FOR MEETING GOALS

Provider will measure the student's progress in meeting the goals above as follows:

[Insert description – for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the performance measures fit with the student's IEP.]

3. TIMELINE FOR IMPROVING ACHIEVEMENT

District, provider, and parent have set the following timeline for improving the student's achievement:

No. of sessions per week:	Length of each session:
Beginning date:	End Date:
Days of the week:	Time:
Total no. of sessions:	Location of sessions:

4. DESCRIPTION OF SERVICES

Provider will give the student the following supplemental educational services at the following location(s), dates, and times.

[Insert general description of your program and procedures, which should also include the method of delivery - for example, tutoring, small classes, etc., along with locations, dates, and times.]

5. COMMUNICATION WITH PARENTS & DISTRICT

Provider will inform parents and district staff about the student's progress.

[Insert description of reporting method(s)- for example, by written report on a monthly basis].

6. CONFIDENTIALITY

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in **MINUTES** to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. Submit one record per month.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director /Designee _____ Date _____

Exhibit C

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, whereas 1 is "Unsatisfactory" and 4 is "Outstanding", please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one				Don't know
	Unsatisfactory		Outstanding		
1. Did the provider give you and your child regular feedback on his or her learning? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities only.</p>	
<p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p> <p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>

Exhibit D
School Board of Broward County
Student Progress Report for Supplemental Educational Services (SES)

Student Name _____ Grade _____ Student # _____
 School _____ Provider Name: _____

		Assessment/Diagnostic Information			
Assessment		Reading		Mathematics	
		SSS:	NRT:	SSS:	NRT:
FCAT					
SAT					
Benchmark Assessment Test (BAT)					
DIBELS					
DAR					
Reading Inventory					
Other - Name:					
Provider's Pre-Test - Name:					
Provider's Post-Test - Name:					

Instructional Level as indicated by assessment _____

Monitoring and Progress					
Reporting Date	Reading/Writing Intervention/Program	Mathematics Intervention/Program	Benchmark/Strategies Targeted	Progress Indicators & Measurement	
Date:				<i>Progress comments must be provided.</i>	
				<i>Progress comments must be provided.</i>	
				<i>Progress comments must be provided.</i>	
Date:				<i>Progress comments must be provided.</i>	
				<i>Progress comments must be provided.</i>	
				<i>Progress comments must be provided.</i>	
				<i>Progress comments must be provided.</i>	

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/06

PRODUCER Knapp, Schenck & Company Insurance Agency, Inc. 137 Lewis Wharf, PO Box 51310 Boston, MA 02110	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Chancellor SES 1005 N. Glebe Road Suite 610 Arlington, VA 22201	INSURER A: Philadelphia Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK178549	07/01/06	07/01/07	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK178549	07/01/06	07/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	PHUB045839	07/01/06	07/01/07	EACH OCCURRENCE	\$9,000,000
						AGGREGATE	\$9,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Crime	PHPK178549	07/01/06	07/01/07	\$1,000,000/1,000 Ded	
A		Property	PHPK178549	07/01/06	07/1/07	See Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder to be named additional insured.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Superintendent of Schools The School Board of Broward County, FL 600 Southeast Third Avenue Fort Lauderdale, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Property Coverage (continued): 3250 Mary Street, Coconut Grove FL 33133

Business Personal Property: \$500,000

Property Deductible: \$25,000

Coinsurance Property Coverages: 90%

Coinsurance on Business Income Coverage: 50%

Flood Coverage is Excluded

Earthquake Coverage: \$5,000,000 Any one premises limit

Earthquake Coverage: \$5,000,000 All premises in any single policy year limit.

Earthquake Deductible: \$50,000

Certificate is for evidence of coverage only and subject to the actual policy terms, conditions, limits and exclusions.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
ATL-001185537-10

PRODUCER

Marsh USA Inc.
P O Box 459010
Sunrise, FL 33345-9010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

973215-IMAGI-ALL-06-07 CHSUP EODO

COMPANY
A N/A

INSURED

CHANCELLOR SUPPLEMENTAL EDUCATION SERVICES, LLC
C/O IMAGINE SCHOOLS, INC.
1005 NORTH GLEBE STREET, SUITE #610
ARLINGTON, VA 22201

COMPANY
B N/A

COMPANY
C AMERICAN INTERNATIONAL SPECIALTY LINES

COMPANY
D NATIONAL UNION FIRE INSURANCE CO OF PA

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. **1**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$
	OTHER				EL DISEASE-POLICY LIMIT	\$
C	E & O	6723269	06/01/06	07/01/07	LIMIT:	10,000,000
D	D & O / EPL	004944816	10/24/05	10/24/06	LIMIT:	3,000,000
					RETENTION:	50,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT/AGREEMENT.

CERTIFICATE HOLDER

BROWARD COUNTY PUBLIC SCHOOLS
7770 WEST OAKLAND PARK BLVD.
SUITE #206
SUNRISE, FL 33351

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: Juan Hernandez

Juan Hernandez

MM1(3/02)

VALID AS OF: 08/22/06

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19 day of Sept., 2006, 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

Educational Support Systems Inc.
(hereinafter referred to as "Provider"),
whose principal place of business is
99 NW 183rd Street Suite 227 Miami Gardens, Florida 33169

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration.** The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent.** The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at child's home school and Educational Support Systems' facility, Miami Gardens, Florida 33169, hereinafter known as the "LOCATION."

2.04 **Indemnification.**

A. By SBBC: 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. By Provider: Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider'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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Providers may be private companies under contract with the SBBC. These Providers are in many cases "for profit" organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student's PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student's PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 On-line Services. Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 Independent Contract. The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 Conflict of Interest. Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 **Disputes.** Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination.** Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law**. 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To ESS: Cheretha Berrieum
99 NW 183rd Street Suite 227
Miami Gardens, Florida 33169
Address

With a Copy to: _____
Name to be provided by School

Address

Address

3.18 **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.

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

3.20 **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.

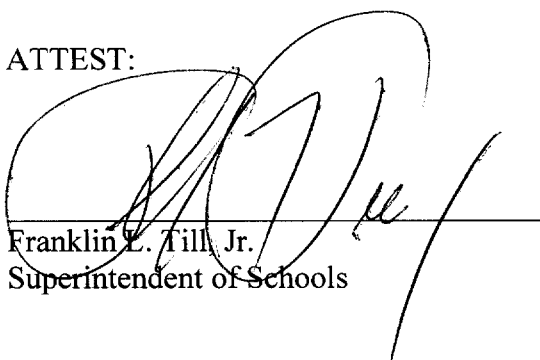
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

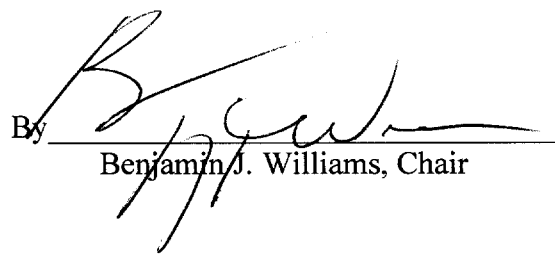
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:



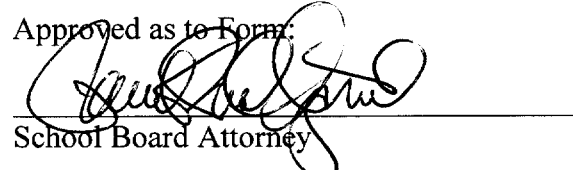
Franklin E. Till, Jr.
Superintendent of Schools

By



Benjamin J. Williams, Chair

Approved as to Form:



School Board Attorney

[If the other party is a corporation or agency, use this signature page]

FOR
Educational Support Systems

(Corporate Seal)

Educational Support Systems
Name of Corporation or Agency

ATTEST:

By _____
Name and Title

, Secretary

-or-

Juan Gajardo
Witness

Robin M. Rodriguez
Witness

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

STATE OF FLORIDA

COUNTY OF DADW

The foregoing instrument was acknowledged before me this 9 day of
August, 2006 by Cheretha Berriem of
Name of Person
Educational Support Systems on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced FL DC B650112745290 Ex 12 as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Robin M. Rodriguez
Signature - Notary Public

(SEAL)



Robin M. Rodriguez
My Commission DD304993
Expires April 16, 2008

Robin M. Rodriguez
Printed Name of Notary

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ **Phone #** _____

1. STUDENT’S INDIVIDUAL GOALS

Based on evaluation of the student’s academic achievement, district, provider, and parent have set the following goals for the student:

[Insert description – Subject(s), goal statement(s) and objective(s)- for example, specific increases in scores on statewide academic assessments. Include intermediate, as well as final goals. If the student is disabled, state how the goals fit with the student’s individualized education program (IEP).]

Subject: _____

Goal Statement: _____

Objective: _____

2. PERFORMANCE MEASURES FOR MEETING GOALS

Provider will measure the student’s progress in meeting the goals above as follows:

[Insert description – for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the performance measures fit with the student’s IEP.]

3. TIMELINE FOR IMPROVING ACHIEVEMENT

District, provider, and parent have set the following timeline for improving the student’s achievement:

No. of sessions per week:	Length of each session:
Beginning date:	End Date:
Days of the week:	Time:
Total no. of sessions:	Location of sessions:

4. DESCRIPTION OF SERVICES

Provider will give the student the following supplemental educational services at the following location(s), dates, and times.

[Insert general description of your program and procedures, which should also include the method of delivery - for example, tutoring, small classes, etc., along with locations, dates, and times.]

5. COMMUNICATION WITH PARENTS & DISTRICT

Provider will inform parents and district staff about the student’s progress.

[Insert description of reporting method(s)- for example, by written report on a monthly basis].

6. CONFIDENTIALITY

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in **MINUTES** to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. *Submit one record per month.*

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director /Designee _____ Date _____

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
 701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
 From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, whereas 1 is "Unsatisfactory" and 4 is "Outstanding", please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one				Don't know
	Unsatisfactory		Outstanding		
1. Did the provider give you and your child regular feedback on his or her learning? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities only.</p>	
<p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p> <p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>

**School Board of Broward County
Student Progress Report for Supplemental Educational Services (SES)**

Student Name _____ Grade _____ Student # _____

School _____ Provider Name: _____

Assessment	Assessment/Diagnostic Information		Mathematics SSS: _____ NRT: _____
	Reading SSS: _____ NRT: _____		
FCAT			
SAT			
Benchmark Assessment Test (BAT)			
DIBELS			
DAR			
Reading Inventory			
Other - Name:			
Provider's Pre-Test - Name:			
Provider's Post-Test - Name:			

Instructional Level as indicated by assessment _____

Monitoring and Progress

Reporting Date	Reading/Writing Intervention/Program	Mathematics Intervention/Program	Benchmark/Strategies Targeted	Progress Indicators & Measurement <i>Progress comments must be provided.</i>
				<i>Instructor's signature:</i> <i>Progress comments must be provided.</i>
Date:				<i>Instructor's signature:</i> <i>Progress comments must be provided.</i>
				<i>Instructor's signature:</i>

**Electronic Articles of Incorporation
For**

P04000145744
FILED
October 22, 2004
Sec. Of State
dbrown

EDUCATIONAL SUPPORT SYSTEMS INC

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

EDUCATIONAL SUPPORT SYSTEMS INC

Article II

The principal place of business address:

2060 OPA LOCKA BLVD
OPA LOCKA, FL. 33054

The mailing address of the corporation is:

PO BOX 541126
OPA LOCKA, FL. 33054

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

CHERETHA L BERRIUM
18356 NW 68TH AVE., APT C
MIAMI, FL. 33015

I certify that I am familiar with and accept the responsibilities of registered agent.

P04000145744
FILED
October 22, 2004
Sec. Of State
dbrown

Registered Agent Signature: CHERETHA BERRIEUM

Article VI

The name and address of the incorporator is:

CHERETHA BERRIEUM
18356 NW 68TH AVE, APT C
MIAMI, FL 33015

Incorporator Signature: CHERETHA BERRIEUM

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: PD
CHERETHA L BERRIEUM
18356 NW 68TH AVE., APT C
MIAMI, FL. 33015

Article VIII

The effective date for this corporation shall be:

10/22/2004

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
7/28/2006

PRODUCER
A QUICK & EASY ASSURANCE GROUP
5788 Bird Rd
Miami, FL 33155
(305) 662-7030

INSURED
Educational Support Systems, Inc.
99 NW 183 Street, # Suite 227
Miami Gardens, FL 33169
305-249-6209

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Scottsdale Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADPL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS								
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CLS1104343	4/12/06	4/12/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Anyone person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Professional \$1,000,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WORKERS COMPENSATION LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT \$</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE \$</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT \$</td> <td></td> </tr> </table>	WORKERS COMPENSATION LIMITS	OTHER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
WORKERS COMPENSATION LIMITS	OTHER												
E.L. EACH ACCIDENT \$													
E.L. DISEASE - EA EMPLOYEE \$													
E.L. DISEASE - POLICY LIMIT \$													
A	OTHER Sexual Abuse	CLS1104343	4/12/06	4/12/07	100,000 Per occurrence 300,000 Aggregate								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 After school tutoring
 Certificate Holder is also additional insured

CERTIFICATE HOLDER
 Broward County Schools
 600 SE 3rd Avenue
 Ft. Lauderdale, FL 33301

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Ray Jull

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19 day of Sept., 2006, 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

Growing Minds Teaching Center, Inc.
(hereinafter referred to as "Provider"),
whose principal place of business is
20715 N. W. 2nd Avenue
Miami Gardens, FL 33169.

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration**. The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent**. The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at 20715 NW 2nd Avenue Miami Gardens, Florida 33169, hereinafter known as the “LOCATION.”

2.04 **Indemnification.**

A. By SBBC: 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. By Provider: Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider’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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services “on-line”. Providers may be private companies under contract with the SBBC. These Providers are in many cases “for profit” organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student’s PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student’s PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 On-line Services. Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 Independent Contract. The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 Conflict of Interest. Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 Disputes. Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of

service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination.** Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law.** 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.

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

3.13 **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.

3.14 **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

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To Growing Minds:
Teaching Center Drewcilla A. Douse
Name of Other Party
20715 N. W. 2nd Avenue
Address
Miami Gardens, Florida 33169
Address

With a Copy to: _____
Name to be provided by School

Address

Address

3.18 **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.

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

3.20 **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.

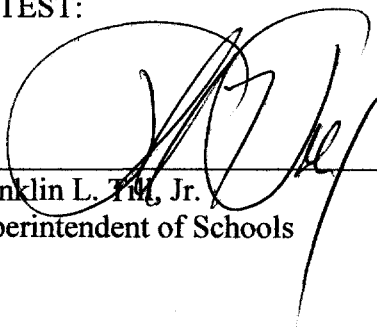
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

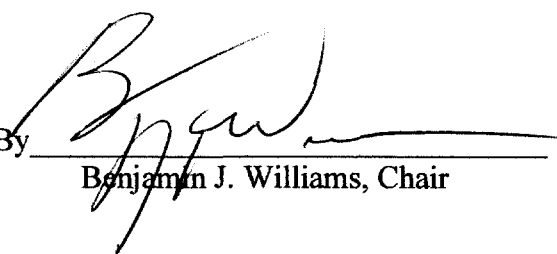
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

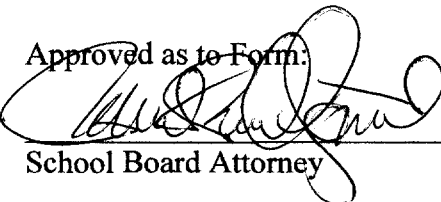
ATTEST:



Franklin L. TM, Jr.
Superintendent of Schools

By 

Benjamin J. Williams, Chair

Approved as to Form:


School Board Attorney

[If the other party is a corporation or agency, use this signature page]

30A

FOR Growing Minds Teaching Center, Inc.

(Corporate Seal)

Growing Minds Teaching Center, Inc.

Name of Corporation or Agency

ATTEST:

Drewcilla A. Douse

By Drewcilla A. Douse/ Director

Name and Title

, Secretary

-or-

Pal Edwards
Witness *PAL EDWARDS*

KARLI VAZQUEZ-MENDEZ
Witness *KARLI VAZQUEZ-MENDEZ*

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

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 8 day of August, 2006 by Drewcilla A. Douse of

Name of Person

Growing Minds Teaching Center, Inc. on behalf of the corporation/agency.

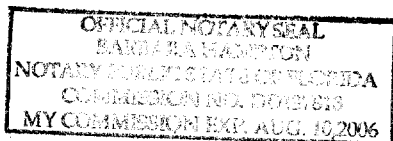
Name of Corporation or Agency

He/She is personally known to me or produced FDL# D200-160-29-793-0 as identification and did/did not first take an oath.

Type of Identification

My Commission Expires: 8/10/06

Barbara Hampton
Signature - Notary Public



(SEAL)

Barbara Hampton
Printed Name of Notary

DD 137818
Notary's Commission No.

[If the other party is an individual person, use this signature page]

FOR [Insert Name Here]:

Witness

Signature

Witness

Printed Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____
Insert Name Here
who is personally known to me or who produced _____ as
Type of Identification
identification and who did/did not first take an oath this _____ day of _____,
20____.

My Commission Expires:

Signature – Notary Public

(SEAL)

Notary's Printed Name

Notary's Commission No.

S:/v/allwork/contracts/develop/9900year/000316form

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ **Phone #** _____

1. STUDENT’S INDIVIDUAL GOALS

Based on evaluation of the student’s academic achievement, district, provider, and parent have set the following goals for the student:

[Insert description – Subject(s), goal statement(s) and objective(s)- for example, specific increases in scores on statewide academic assessments. Include intermediate, as well as final goals. If the student is disabled, state how the goals fit with the student’s individualized education program (IEP).]

Subject: _____

Goal Statement: _____

Objective: _____

2. PERFORMANCE MEASURES FOR MEETING GOALS

Provider will measure the student’s progress in meeting the goals above as follows:

[Insert description – for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the performance measures fit with the student’s IEP.]

3. TIMELINE FOR IMPROVING ACHIEVEMENT

District, provider, and parent have set the following timeline for improving the student’s achievement:

No. of sessions per week:	Length of each session:
Beginning date:	End Date:
Days of the week:	Time:
Total no. of sessions:	Location of sessions:

4. DESCRIPTION OF SERVICES

Provider will give the student the following supplemental educational services at the following location(s), dates, and times.

[Insert general description of your program and procedures, which should also include the method of delivery - for example, tutoring, small classes, etc., along with locations, dates, and times.]

5. COMMUNICATION WITH PARENTS & DISTRICT

Provider will inform parents and district staff about the student’s progress.

[Insert description of reporting method(s)- for example, by written report on a monthly basis].

6. CONFIDENTIALITY

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in MINUTES to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. Submit one record per month.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director /Designee _____ Date _____

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
 701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
 From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, whereas 1 is "Unsatisfactory" and 4 is "Outstanding", please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one				
	Unsatisfactory	Outstanding			
1. Did the provider give you and your child regular feedback on his or her learning? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities only.</p>	
<p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p> <p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>

**School Board of Broward County
Student Progress Report for Supplemental Educational Services (SES)**

Student Name _____

Grade _____

Student # _____

School _____

Provider Name: _____

Assessment	Assessment/Diagnostic Information	
	Reading	Mathematics
FCAT	SSS: _____ NRT: _____	SSS: _____ NRT: _____
SAT		
Benchmark Assessment Test (BAT)		
DIBELS		
DAR		
Reading Inventory		
Other - Name:		
Provider's Pre-Test - Name:		
Provider's Post-Test - Name:		

Instructional Level as indicated by assessment _____

Reporting Date	Reading/Writing Intervention/Program	Mathematics Intervention/Program	Monitoring and Progress	
			Benchmark/Strategies Targeted	Progress Indicators & Measurement
				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
Date:				Instructor's signature: <i>Progress comments must be provided.</i>
				Instructor's signature:

PRODUCER Annette Willis Insurance
18401 N.W. 27 Ave
Miami, FL 33056
(305)625-2403

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Growing Minds Teaching Center Inc
19440 NW 32 Ave
Miami, FL 33056

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: BURLINGTON INS. CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PENDING	04/24/06	04/24/07	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 50,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG 1,000,000
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	<input type="checkbox"/>	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

AFTER SCHOOL TUTORING SCHOOL FOR KIDS 5-17 YEARS OLD

LOCATION IS 20715 NW 2 AVE MIAMI, FL. 33169

CERTIFICATE HOLDER

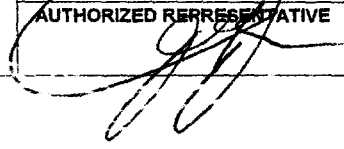
441 PLAZA LLC
423 FRONT STREET #2ND FLOOR
KEY WEST, FL 33040

LANDLORD ADDITIONAL INSURED

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





IFG Companies

COMMON POLICY DECLARATIONS

Policy Number 358B002044

Renewal of:

THE BURLINGTON INSURANCE COMPANY

Home Office: Burlington, North Carolina
Administrative Office: 238 International Road, Burlington, NC 27215 Claims Office: 238 International Road, Burlington, NC 27215

Item 1. Named Insured and Mailing Address

Co. Use:

GROWING MINDS TEACHING CENTER INC.
19440 NORTH WEST 32 AVENUE

MORSTAN GENERAL AGENCY
BRANDON FLORIDA

MIAMI
FL 33056

Code: 358

Item 2. Policy Period

Effective Date: 04/24/2006 Expiration Date: 04/24/2007
at 12:01 A.M., Standard Time at your mailing address shown above.

Item 3. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage.

Table with 2 columns: Coverage Part(s) and Premium. Includes Commercial General Liability for \$850.00 and Total Policy Premium of \$850.00.

Other Charges (if applicable)

Total Other Charges \$ 186.22

INSPECTION FEE 100.00
POLICY FEE 25.00
STATE TAX 49.25
PSLISO FEE 1.97

Total Amount Due* \$ 1,036.22

This insurance is issued pursuant to the Florida surplus lines laws. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

* Premium is: Flat Auditable

Policy Minimum Premium \$ 850.00

In the event you cancel this policy, we will retain \$213

Item 4. Forms and Endorsements applicable to this policy: See "Listing of Forms and Endorsements" (IFG-I-0150)

Item 5. Form of Business. Individual Partnership Joint Venture
Limited Liability Company Other Organization, including a Corporation
Trust

Business Description: AFTER SCHOOL TUTORING FOR STUDENTS AGES 5-17

JG

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:

Date:
Issue Date: 06/01/06

By:

Authorized Representative

Alan Goldfarb (signature)



COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YY)
04/24/06

AGENCY PHONE (305)625-2403
(A/C, No, Ext)
FAX (305)625-6472
(A/C, No)
Annette Willis Insurance
18401 N.W. 27 Ave
Miami, FL 33056

APPLICANT Growing Minds Teaching Center Inc
(First Named Insured)
19440 NW 32 Ave
Miami, FL 33056

EFFECTIVE DATE 04/24/06 EXPIRATION DATE 04/24/07 DIRECT BILL
PAYMENT PLAN FINANCED AGENCY BILL

CODE SUB CODE

FOR COMPANY USE ONLY

AGENCY CUSTOMER ID

COVERAGES

- COMMERCIAL GENERAL LIABILITY
- CLAIMS MADE OCCURRENCE
- OWNER'S & CONTRACTOR'S PROTECTIVE

DEDUCTIBLES

PROPERTY DAMAGE \$ PER CLAIM
BODILY INJURY \$ PER OCCURRENCE

LIMITS

GENERAL AGGREGATE \$ 2,000,000 PREMIUMS
PRODUCTS & COMPLETED OPERATIONS AGGREGATE \$ 1,000,000 PREMISES/OPERATIONS
PERSONAL & ADVERTISING INJURY \$ 1,000,000
EACH OCCURRENCE \$ 1,000,000 PRODUCTS
DAMAGE TO RENTED PREMISES (each occurrence) \$ 50,000
MEDICAL EXPENSE (Any one person) \$ 5,000 OTHER
EMPLOYEE BENEFITS \$
TOTAL

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

SCHEDULE OF HAZARDS

LOC #	HAZ #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
							PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
1		AFTER SCHOOL TUTOR		10 KIDS PER D						

RATING AND PREMIUM BASIS (S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

CLAIMS MADE (Explain all "Yes" responses)

- PROPOSED RETROACTIVE DATE:
- ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COV:
- HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?
- WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?

EMPLOYEE BENEFITS LIABILITY

- DEDUCTIBLE PER CLAIM: \$
- NUMBER OF EMPLOYEES:
- NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS: YES NO
- RETROACTIVE DATE:

REMARKS

REMARKS

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 08/08/08
PRODUCER Annette Willis Insurance 18401 N.W. 27 Ave Miami, FL 33056 (305)625-2403	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED GROWING MINDS TEACHING CENTER INC 19440 NW 32 Ave Miami, FL 33066	INSURERS AFFORDING COVERAGE	
	INSURER A: BURLINGTON INSURANCE CO	NAIC #
	INSURER B: MT. HAWLEY INSURANCE CO.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCL. PROFESSIONA <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	358002044	04/24/08	04/24/07	EACH OCCURRENCE 1,000,000
		DAMAGE TO RENTED PREMISES (EA OCCURRENCE) 50,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG 1,000,000 PROFESSIONAL 1,000,000				
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> _____			CTR	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
B	<input checked="" type="checkbox"/>	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	EMX0304873	07/25/06	04/24/07	EACH OCCURRENCE 1,000,000
		AGGREGATE 1,000,000				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER			A	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER F.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

AFTER SCHOOL TUTORING SCHOOL FOR KIDS 5-17 YEARS OLD
 LOCATION IS 20715 NW 2 AVE MIAMI, FL. 33189
 BROWARD COUNTY SCHOOL BOARD IS LISTED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER SCHOOL BOARD OF BROWARD COUNTY 600 SE 3RD AVE FT. LAUDERDALE, FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
ADDITIONAL INSURED	

OK

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19 day of Sept, 2006, 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

Jay's Learning Center I, Inc.
(hereinafter referred to as "Provider"),
whose principal place of business is
1111 N. W. 55th Street
Miami, FL 33127.

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration**. The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent**. The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at 1111 NW 55th Street Miami, Florida 33127, hereinafter known as the “LOCATION.”

2.04 **Indemnification.**

A. **By SBBC:** 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. **By Provider:** Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider’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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services “on-line”. Providers may be private companies under contract with the SBBC. These Providers are in many cases “for profit” organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student’s PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student’s PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 On-line Services. Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 Independent Contract. The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 Conflict of Interest. Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 Disputes. Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in

person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of

service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination.** Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law.** 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To [*Jay's Learning Center*]: Beverly Johnson or Gayle Crocker
Name of Other Party
1111 NW 55th Street
Miami, Florida 33127
Address

Address

With a Copy to: _____
Name to be provided by School

Address

Address

3.18 **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.

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

3.20 **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.

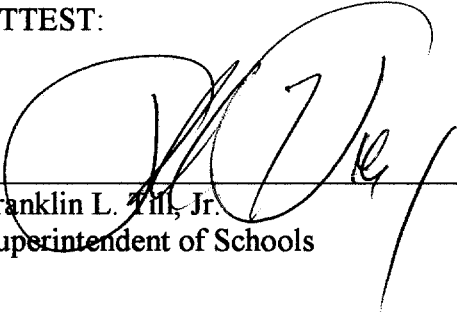
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

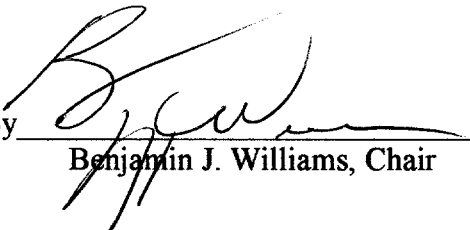
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

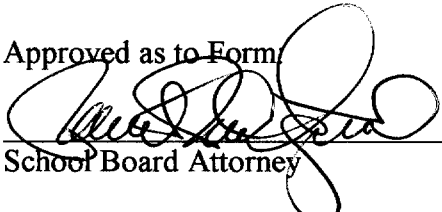
ATTEST:



Franklin L. Till, Jr.
Superintendent of Schools

By 

Benjamin J. Williams, Chair

Approved as to Form


School Board Attorney

[If the other party is a corporation or agency, use this signature page]

**FOR
JAY'S LEARNING CENTER I, INC.**

(Corporate Seal)

Jay's Learning Center I, Inc
Name of Corporation or Agency

ATTEST:

Alan E. Fortune
Alan E. Fortune, Secretary

By: Beverly C. Johnson, Director
Name and Title Beverly C. Johnson, Director

-or-

Witness

Witness

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

STATE OF Miami-Dade
COUNTY OF FL

The foregoing instrument was acknowledged before me this 18 day of
Aug, 2006 by Beverly Ann Crocker of
Name of Person
Jay's Learning Center, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced FDL C 626-061-61-962-0 as
identification and did/did not first take an oath. Type of Identification

My Commission Expires May 9, 2010

Javier Iturria
Signature - Notary Public

Javier Iturria
Printed Name of Notary

(SEAL)



DD 550324

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ **Phone #** _____

6. CONFIDENTIALITY

Provider will not publicly disclose the student’s identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in **MINUTES** to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. *Submit one record per month.*

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director /Designee _____ Date _____

Exhibit C

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, **whereas 1 is "Unsatisfactory" and 4 is "Outstanding"**, please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one			Don't know	
	Unsatisfactory	Outstanding			
1. Did the provider give you and your child regular feedback on his or her learning? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities only.</p>	
<p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p> <p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

08/04/06

PRODUCER, Annette Willis Insurance
 18401 N.W. 27 Ave
 Miami, FL 33056
 (305)625-2403

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Jays Learning Center li Inc
 1111 NW 55 St
 Miami, FL 33127-

INSURERS AFFORDING COVERAGE NAIC #
 INSURER A BURLINGTON INS. CO.
 INSURER B
 INSURER C
 INSURER D
 INSURER E
 INSURER F

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE 1,000,000
		✓ COMMERCIAL GENERAL LIABILITY	TBD	08/04/06	08/04/07	DAMAGE TO RENTED PREMISES (Ea occurrence) 50,000
		CLAIMS MADE ✓ OCCUR				MED EXP (Any one person) 5,000
A	✓	✓ PROFESSIONAL				PERSONAL & ADV INJURY 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE 2,000,000
		✓ POLICY PROJECT LOC				PRODUCTS - COMP/OP AGG 1,000,000
		AUTOMOBILE LIABILITY				PROFESSIONAL 1,000,000
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)
		ALL OWNED AUTOS				BODILY INJURY (Per person)
		SCHEDULED AUTOS				BODILY INJURY (Per accident)
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)
		NON OWNED AUTOS				AUTO ONLY - EA ACCIDENT
		GARAGE LIABILITY				OTHER THAN EA ACC AUTO ONLY: AGG
		ANY AUTO				EACH OCCURRENCE
		EXCESS LIABILITY				AGGREGATE
		OCCUR CLAIMS MADE				
		DEDUCTIBLE				
		RETENTION				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS CR
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?				E.L. EACH ACCIDENT
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
		OTHER				E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 AFTER SCHOOL TUTORING FOR KIDS AGES 5 THROUGH 17
 LOCATION IS : 1131 NW 55 ST MIAMI, FL. 33127
 SCHOOL BOARD OF BROWARD COUNTY IS LISTED BELOW AS ADDITIONAL INSURED

CERTIFICATE HOLDER

SCHOOL BOARD OF BROWARD COUNTY
 600 SE 3RD AVE
 FT. LAUDERDALE, FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ADDITIONAL INSURED
 ACORD 25 (2001/08)

Jay's Learning Center Inc.
1111 NW 55th Street
Miami, Florida 33127

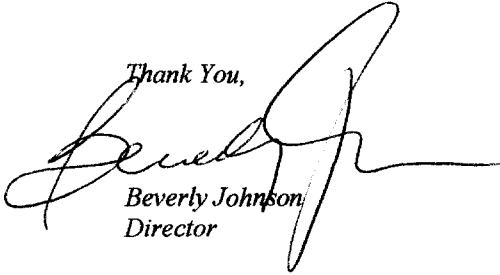
Beverly C. Johnson
Director

July 31, 2006

To Whom It May Concern:

This letter is to acknowledge that as a SES provider Jay's Learning Center will not be providing transportation services. Automobile Liability Insurance will not be needed at this time.

Thank You,

A handwritten signature in black ink, appearing to read 'Beverly Johnson', with a long horizontal flourish extending to the right.

Beverly Johnson
Director

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19 day of September, 2006,
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

Markem, Inc. (DBA: Learning Curve Tutoring, Inc.)
(hereinafter referred to as "Provider"),
whose principal place of business is
6525 Valen Way #103, Naples, Florida 34108
Send Mail to: P.O. Box 779728, Naples, FL 34107-0728.

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration**. The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent**. The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at The Broward County Schools of the participating students, _____, Florida 33301, hereinafter known as the "LOCATION."

2.04 **Indemnification.**

A. By SBBC: 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. By Provider: Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider'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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Providers may be private companies under contract with the SBBC. These Providers are in many cases "for profit" organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student's PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student's PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 **On-line Services.** Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 **Independent Contract.** The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 **Conflict of Interest.** Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 **Disputes.** Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination.** Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law**. 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To Markem, Inc.: Mark E. Malone, President
Name of Other Party
P.O. Box 77027
Address
Naples, Florida 34107-0727
Address

With a Copy to: _____
Name to be provided by School

Address

Address

3.18 **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.

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

3.20 **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.

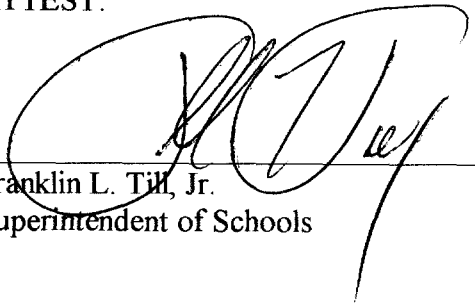
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

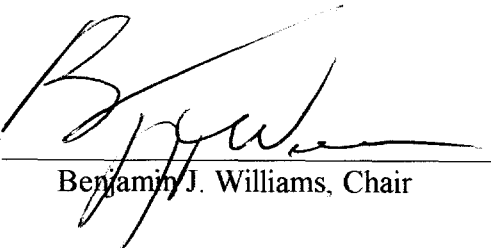
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

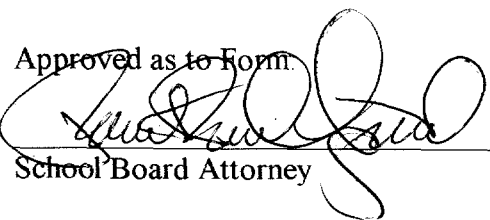
ATTEST:



Franklin L. Till, Jr.
Superintendent of Schools

By 

Benjamin J. Williams, Chair

Approved as to Form.


School Board Attorney

**[If the other party is a corporation or agency, use this signature page]
FOR Markem, Inc (DBA Learning Curve Tutoring, Inc.)**

(Corporate Seal)

Markem, Inc TIN: 51-0412287
Name of Corporation or Agency

ATTEST:

Mark E. Malone
By Mark E. Malone, President
Name and Title

Mark E. Malone
Mark E. Malone, Secretary

-OR-

Bob [Signature]
Witness

Tarah R. Orme
Witness

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

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 4 day of August, 20 by _____ of _____
Name of Person
Markem, Inc., on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced DE DL 290588 as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Tarah R. Orme
Signature – Notary Public

Tarah R. Orme
Printed Name of Notary



00349892
Notary's Commission No.

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ **Phone #** _____

1. STUDENT’S INDIVIDUAL GOALS

Based on evaluation of the student’s academic achievement, district, provider, and parent have set the following goals for the student:

[Insert description – Subject(s), goal statement(s) and objective(s)- for example, specific increases in scores on statewide academic assessments. Include intermediate, as well as final goals. If the student is disabled, state how the goals fit with the student’s individualized education program (IEP).]

Subject: _____

Goal Statement: _____

Objective: _____

2. PERFORMANCE MEASURES FOR MEETING GOALS

Provider will measure the student’s progress in meeting the goals above as follows:

[Insert description – for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the performance measures fit with the student’s IEP.]

3. TIMELINE FOR IMPROVING ACHIEVEMENT

District, provider, and parent have set the following timeline for improving the student’s achievement:

No. of sessions per week:

Length of each session:

Beginning date:

End Date:

Days of the week:

Time:

Total no. of sessions:

Location of sessions:

4. DESCRIPTION OF SERVICES

Provider will give the student the following supplemental educational services at the following location(s), dates, and times.

[Insert general description of your program and procedures, which should also include the method of delivery - for example, tutoring, small classes, etc., along with locations, dates, and times.]

5. COMMUNICATION WITH PARENTS & DISTRICT

Provider will inform parents and district staff about the student’s progress.

[Insert description of reporting method(s)- for example, by written report on a monthly basis].

6. CONFIDENTIALITY

Provider will not publicly disclose the student’s identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in MINUTES to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. *Submit one record per month.*

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director /Designee _____ Date _____

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
 701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
 From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, whereas 1 is "Unsatisfactory" and 4 is "Outstanding", please circle one number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one			Don't know	
	Unsatisfactory	Outstanding			
1. Did the provider give you and your child regular feedback on his or her learning? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities only.</p>	
<p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p> <p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>

**School Board of Broward County
Student Progress Report for Supplemental Educational Services (SES)**

Student Name _____ Grade _____ Student # _____

School _____ Provider Name: _____

	Assessment/Diagnostic Information	
Assessment	Reading	Mathematics
FCAT	SSS: _____ NRT: _____	SSS: _____ NRT: _____
SAT		
Benchmark Assessment Test (BAT)		
DIBELS		
DAR		
Reading Inventory		
Other - Name:		
Provider's Pre-Test - Name:		
Provider's Post-Test - Name:		

Instructional Level as indicated by assessment _____

Monitoring and Progress			
Reporting Date	Reading/Writing Intervention/Program	Mathematics Intervention/Program	Benchmark/Strategies Targeted
Date:			Progress Indicators & Measurement <i>Progress comments must be provided.</i>
			Instructor's signature: <i>Progress comments must be provided.</i>
			Instructor's signature:

State of Florida

Department of State

I certify from the records of this office that MARKEM, INC. is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on May 8, 2006.

The document number of this corporation is F06000003336.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Fourth day of August, 2006*

Sue M. Cobb

Secretary of State



Authentication ID: 700078390317-080406-F06000003336

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

www.sunbiz.org/auth.html

F06000003336

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H06000127684 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)205-0381

From: Account Name : CORPORATION SERVICE COMPANY
Account Number : 120000000195
Phone : (850) 521-1000
Fax Number : (850)558-1575

TCT

FOREIGN PROFIT/NONPROFIT CORPORATION

MARKEM, INC.

Certificate of Status	0
Certified Copy	0
Page Count	04
Estimated Charge	\$70.00

TALLAHASSEE
CORPORATION SERVICE COMPANY
MAY 09 2008

Electronic Filing Menu

Corporate Filing Menu

Help

J. Shivers MAY 09 2008

Delaware

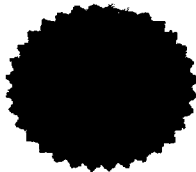
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MARKEM, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF MAY, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MARKEM, INC." WAS INCORPORATED ON THE SEVENTH DAY OF SEPTEMBER, A.D. 2001.



3435151 8300
060427881

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4725536

DATE: 05-08-06

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2006

PRODUCER
INSURANCE & FINANCIAL SERVICES
PO BOX 10660
JACKSONVILLE FL 32247
(866) 972-7378 (800) 455-9611

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MARKEM INC DBA THE LEARNING CURVE INC
PO BOX 770728
NAPLES FL 34107-0728

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: MARYLAND CASUALTY	19356
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	PAS 038980638	8/2/2006	10/4/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000								
A	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS 03890638	10/4/2005	10/4/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 001819673	8/2/2006	8/2/2007	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$ 500,000													
E.L. DISEASE - EA EMPLOYEE	\$ 500,000													
E.L. DISEASE - POLICY LIMIT	\$ 500,000													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CERTIFICATE HOLDER IS DESIGNATED AS ADDITIONAL INSURED IN REGARD TO GENERAL LIABILITY.

CERTIFICATE HOLDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 600 Southeast Third Ave.
 Fort Lauderdale FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jana B. Yickelhof

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of September,
2006, 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

Next Level Educational Programs, LLC
(hereinafter referred to as "Provider"),
whose principal place of business is
7975 NW 154 Street
Suite 350
Miami, FL 33016

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration**. The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent.** The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at school sites
community sites, in home, Florida 33____, hereinafter known as the
"LOCATION."

2.04 **Indemnification.**

A. By SBBC: 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. By Provider: Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider'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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Providers may be private companies under contract with the SBBC. These Providers are in many cases "for profit" organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student's PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student's PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the

agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make

reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 On-line Services. Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 Independent Contract. The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 Conflict of Interest. Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a

completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 **Disputes.** Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian,

and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination**. Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law**. 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To [*Insert Name*]: Next Level Educational Programs, LLC
Name of Other Party
7975 NW 154 Street, Suite 350
Address
Miami, FL 33016
Address

With a Copy to:

Name to be provided by School

Address

Address

3.18 **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.

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


3.20 **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.

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


FOR SBBC

(Corporate Seal)

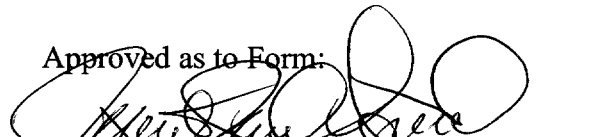
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST: 

Franklin L. Till, Jr.
Superintendent of Schools

By 

Benjamin J. Williams, Chair

Approved as to Form: 

School Board Attorney

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ **Phone #** _____

6. CONFIDENTIALITY

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in **MINUTES** to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. *Submit one record per month.*

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director /Designee _____ Date _____

Exhibit C

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, **whereas 1 is "Unsatisfactory" and 4 is "Outstanding"**, please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one			Don't know	
	Unsatisfactory	Outstanding			
1. Did the provider give you and your child regular feedback on his or her learning? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities only.</p>	
<p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p>	
<p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p>	
<p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p>	
<p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER
 L&S INS. & FINANCIAL SRVS, INC
 1001 W. Cypress Creek Rd, #409
 Ft Lauderdale, FL 33309

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
 A Western World

COMPANY
 B

COMPANY
 C

COMPANY
 D

INSURED
 Next Level Educational Programs, Llc
 120 Jefferson Avenue #12009
 Miami Beach, FL 33139

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NPP955566	11/17/05	11/17/06	GENERAL AGGREGATE \$ 100000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ Included
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1000000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> Professional Liability				FIRE DAMAGE (Any one fire) \$ 50000
	<input checked="" type="checkbox"/> hired/Non-owned Auto				MED EXP (Any one person) \$ 5000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ EXCLUDED
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ EXCLUDED
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ EXCLUDED
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$ EXCLUDED
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ EXCLUDED
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$ EXCLUDED
	EXCESS LIABILITY				AGGREGATE \$ EXCLUDED
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$ EXCLUDED
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$ EXCLUDED
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EL EACH ACCIDENT \$ EXCLUDED
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL			EL DISEASE - POLICY LIMIT \$ EXCLUDED
		<input type="checkbox"/> EXCL			EL DISEASE - EA EMPLOYEE \$ EXCLUDED
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 *Except 10 Days in the Event of Non-Payment

CERTIFICATE HOLDER
 The School Board of Broward County
 600 SE 3rd Ave
 Ft. Lauderdale, Fl 33301

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Richard F. Hull

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER
L&S INS. & FINANCIAL SRVS. INC
1001 W. Cypress Creek Rd, #409
Ft Lauderdale, FL 33309

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COMPANIES AFFORDING COVERAGE

COMPANY
A Western World

COMPANY
B

COMPANY
C

COMPANY
D

INSURED
Next Level Educational Programs, LLC
120 Jefferson Avenue #12009
Miami Beach, FL 33139

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NPP955566	11/17/06	11/17/07	GENERAL AGGREGATE \$ 100000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG \$ Included
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1000000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> Professional Liability				FIRE DAMAGE (Any one fire) \$ 50000
<input checked="" type="checkbox"/> Hired/Non-owned Auto					MED EXP (Any one person) \$ 5000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ EXCLUDED
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ EXCLUDED
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ EXCLUDED
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$ EXCLUDED
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ EXCLUDED
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$ EXCLUDED
					AGGREGATE \$ EXCLUDED
	EXCESS LIABILITY				EACH OCCURRENCE \$ EXCLUDED
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ EXCLUDED
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$ EXCLUDED
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS / OTHER LIMITS
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL			EL EACH ACCIDENT \$ EXCLUDED
	<input type="checkbox"/> OTHER	<input type="checkbox"/> EXCL			EL DISEASE - POLICY LIMIT \$ EXCLUDED
					EL DISEASE - FA EMPLOYEE \$ EXCLUDED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
*Except 10 Days in the Event of Non-Payment

CERTIFICATE HOLDER

The School Board of Broward County
600 SE 3rd Ave
Ft. Lauderdale, FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Richard F. Hull

is named as additional insured

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of September, 2006,
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

Palm Harbour Prep
(hereinafter referred to as "Provider"),
whose principal place of business is
4001 Northwest 34th Street, Suite 4041
Lauderdale Lakes, FL 33319.

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration.** The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent.** The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at 4001 Northwest 34th Street, Suite 4041 Lauderdale Lakes, Florida 33319, hereinafter known as the “LOCATION.”

2.04 **Indemnification.**

A. By SBBC: 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. By Provider: Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider'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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services “on-line”. Providers may be private companies under contract with the SBBC. These Providers are in many cases “for profit” organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student's PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student's PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 On-line Services. Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 Independent Contract. The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 Conflict of Interest. Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 **Disputes.** Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination.** Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law.** 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To Palm Harbour Prep: Caranita Rhone
Name of Other Party
4001 Northwest 34th Street, Suit 4041
Address
Lauderdale Lakes, Florida 33319
Address

With a Copy to: _____
Name to be provided by School

Address

Address

3.18 **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.

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

3.20 **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.

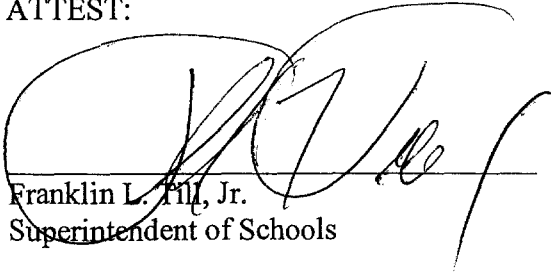
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

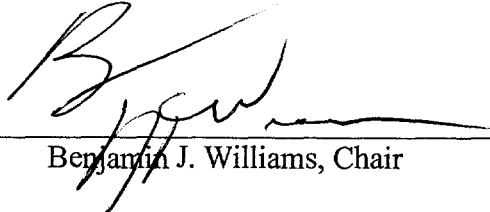
FOR SBBC

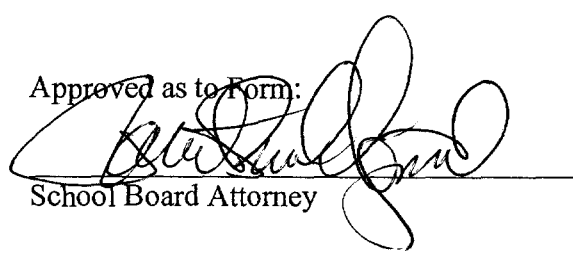
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


Franklin L. Hill, Jr.
Superintendent of Schools

By 
Benjamin J. Williams, Chair

Approved as to Form:

School Board Attorney

[If the other party is a corporation or agency, use this signature page]

FOR Palm Harbour Prep

(Corporate Seal)

Palm Harbour Prep
Name of Corporation or Agency

ATTEST:

By Caranita Rhone, Director
Name and Title

, Secretary

-or-

Evelyn G. Clear
Witness

CR Jones
Witness

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

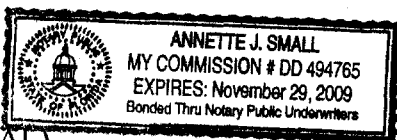
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th day of August, 2006 by Caranita Rhone of Palm Harbour Prep, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced Personally Known as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:



(SEAL)

Annette J. Small
Signature - Notary Public
Annette J. Small
Printed Name of Notary

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ **Phone #** _____

1. STUDENT’S INDIVIDUAL GOALS

Based on evaluation of the student’s academic achievement, district, provider, and parent have set the following goals for the student:

[Insert description – Subject(s), goal statement(s) and objective(s)- for example, specific increases in scores on statewide academic assessments. Include intermediate, as well as final goals. If the student is disabled, state how the goals fit with the student’s individualized education program (IEP).]

Subject: _____

Goal Statement: _____

Objective: _____

2. PERFORMANCE MEASURES FOR MEETING GOALS

Provider will measure the student’s progress in meeting the goals above as follows:

[Insert description – for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the performance measures fit with the student’s IEP.]

3. TIMELINE FOR IMPROVING ACHIEVEMENT

District, provider, and parent have set the following timeline for improving the student’s achievement:

No. of sessions per week:	Length of each session:
Beginning date:	End Date:
Days of the week:	Time:
Total no. of sessions:	Location of sessions:

4. DESCRIPTION OF SERVICES

Provider will give the student the following supplemental educational services at the following location(s), dates, and times.

[Insert general description of your program and procedures, which should also include the method of delivery - for example, tutoring, small classes, etc., along with locations, dates, and times.]

5. COMMUNICATION WITH PARENTS & DISTRICT

Provider will inform parents and district staff about the student’s progress.

[Insert description of reporting method(s)- for example, by written report on a monthly basis].

6. CONFIDENTIALITY

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in MINUTES to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. *Submit one record per month.*

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director / Designee _____ Date _____

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
 701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
 From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, whereas 1 is "Unsatisfactory" and 4 is "Outstanding", please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one			Don't know	
	Unsatisfactory	Outstanding			
1. Did the provider give you and your child regular feedback on his or her learning? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities only.</p>	
<p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p> <p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <p>_____</p>	<p>1 2 3 4 <input type="checkbox"/></p>

ByLaws
Of
Palm Harbour Prep, Inc.
A Florida Corporation

ARTICLE I

Section 1.1 REGISTERED OFFICE. The registered office shall be of Lauderdale Lakes, County of Broward, State of Florida.

Section 1.2. OTHER OFFICES. The corporation may also have offices other places both within the State of Florida as the Board Directors may from time to time determine or the business of the corporate may require.

ARTICLE II

Section 2.1 CERTIFICATION. The independent contractor must be screened and be a certified teacher by the state of Florida.

Section 2.2 TRAININGS. The independent contractor must attend training prior to the first day of paid instruction.

Section 2.3 REGULAR MEETINGS. Regular meeting of independent contractors may be held without notice at such time and place as shall from time to time determined by the Board.

ARTICLE III

Section 3.1 TUTORING SESSIONS. Tutoring sessions shall be twice a week and one hour in length through the weekdays.

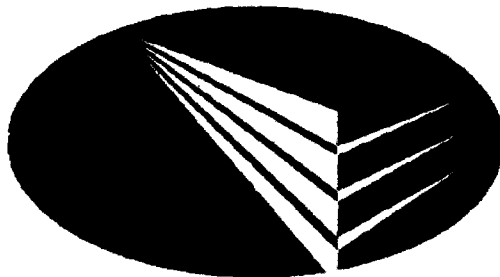
Section 3.2 SATURDAY SESSIONS. Tutoring sessions shall be no longer than two hours unless changed on the written request of the director.

Section 3.3 SPECIAL SESSIONS. Special sessions for tutoring may be called by the director on forty eight hours notice to each Board member personally or by mail, by facsimile or by telegram.

INSURANCE POLICY
of
The Burlington Insurance Company

A Stock Company

Home Office and Claim Office:
238 International Road
Burlington, North Carolina 27215
Tel. 336-586-2500 or
Toll Free 1-877 -434 -2667



IFG Companies[®]

Named Insured:
PALM HARBOR PREP

Effective Date:
02/14/2006

Item 1. LIMITS OF INSURANCE

\$2,000,000	General Aggregate Limit (Other Than Products - Completed Operations)
\$INCLUDED	Products - Completed Operations Aggregate Limit
\$1,000,000	Personal and Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$100,000	Damage To Premises Rented To You Limit (Any One Premises)
\$5,000	Medical Expense Limit (Any One Person)

Refer to individual policy forms and/or endorsements for various coverage sublimits, if applicable.

Item 2. AUDIT PERIOD (If Applicable):

Annually Semi-Annually Quarterly Monthly

Item 3. FORM(S) AND ENDORSEMENT(S) made a part of this policy at time of issue:

See Listing of Forms and Endorsements (IFG-I-0150)

Item 4. COMPOSITE RATE

If box is checked, see Composite Rate Endorsement (IFG-I-0152) for applicable classification, rates and premiums. If box is not checked, see page 2 of these Declarations for applicable classifications, rates and premiums.

Item 5. RETROACTIVE DATE (CG 00 02 only) :

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here: (Enter Date or "None" if no Retroactive Date applies.)

Item 6. PREMIUMS

\$	750.00	Total Coverage Part Advance Premium
\$		Coverage Part Minimum Premium (if applicable)

These Declarations are part of the Policy Declarations containing the name of the insured and the policy period.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 02/14/2006 12:01 A.M. standard time	Policy No. 167B007338
Named Insured PALM HARBOR PREP	Countersigned by

(Authorized Representative)

SCHEDULE

Coverage	Amount and Basis of Deductible	
	PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability	\$	\$
OR		
Property Damage Liability	\$	\$
OR		
Bodily Injury Liability and/ or Property Damage Liability Combined	\$	500 \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage," however caused):

- | | |
|---|--|
| <p>A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.</p> <p>B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:</p> | <p>1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:</p> <ul style="list-style-type: none"> a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury"; b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or c. Under Bodily Injury Liability and/ or Property Damage Liability Coverage |
|---|--|

25% MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS MACHINERY AND EQUIPMENT COVERAGE FORM
FARM MACHINERY AND EQUIPMENT COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Attached to and forming a part of Policy Number	Endorsement Effective (Standard Time)					Endorsement Number
	mm	dd	yy	12:01	A.M.	
167B007338		02	14	2006		

(The above information is required only when this endorsement is issued subsequent to preparation of the policy.)

Authorized Representative

Date

If the first "named insured" or anyone with his, her, its or their power of attorney cancels this policy, then the minimum earned premium shall be 25% of the annual premium or \$100.00, whichever is greater.

SCHEDULE OF CLASSIFICATIONS AND RATES

Named Insured: PALM HARBOR PREP			Effective Date: 02/14/2006		
Loc. No. 1	Location Address (Premises you own, rent or occupy): 4041 NW 34TH AVENUE	County, Borough or Parish	Rating Terr. 002		
Bldg. No. 1	LAUDERDALE LAKES FL 33319	BROWARD			
Code No. 47474	Classification TUTORING PROGRAM RATED AS: Schools - trade or vocational - including Products and-or Completed Operations. These Products-Completed Operations are subject to the General Aggregate Limit.				
Premium is:		Premium Base		All Other	Prod.-C.Ops
<input checked="" type="checkbox"/> Adjustable (See Premium Audit Conditions)		10	Rate:Per Each	\$ 29.944	\$ INCLUDED
<input type="checkbox"/> Flat (Not Adjustable)					
<input type="checkbox"/> Fully Earned When Written			Advance Premium:	\$ 750.00	\$
<input type="checkbox"/> Minimum Premium		STUDENTS			
Loc. No.	Location Address (Premises you own, rent or occupy):	County, Borough or Parish	Rating Terr.		
Bldg. No.					
Code No.	Classification				
Fully Premium is:		Premium Base		All Other	Prod.-C.Ops
<input type="checkbox"/> Adjustable (See Premium Audit Conditions)			Rate	\$	\$
<input type="checkbox"/> Flat (Not Adjustable)					
<input type="checkbox"/> Fully Earned When Written			Advance Premium:	\$	\$
<input type="checkbox"/> Minimum Premium					
Loc. No.	Location Address (Premises you own, rent or occupy):	County, Borough or Parish	Rating Terr.		
Bldg. No.					
Code No.	Classification				
Premium is:		Premium Base		All Other	Prod.-C.Ops
<input type="checkbox"/> Adjustable (See Premium Audit Conditions)			Rate	\$	\$
<input type="checkbox"/> Flat (Not Adjustable)					
<input type="checkbox"/> Fully Earned When Written			Advance Premium:	\$	\$
<input type="checkbox"/> Minimum Premium					
<input type="checkbox"/> See Schedule of Classifications and Rates (IFG-G-0003) for additional locations you own, rent or occupy and applicable classifications and rates and premiums.					

AGREEMENT

THIS AGREEMENT is made and entered into as of this ¹⁹~~8~~ day of ~~August~~^{September}, 2006, 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

Project MIND, Inc[®]
(hereinafter referred to as "Provider"),
whose principal place of business is
2150 Areca Palm Road
Boca Raton, FL 33432

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration.** The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent.** The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at The School Site _____, Florida 33 _____, hereinafter known as the “LOCATION.”

2.04 **Indemnification.**

A. By SBBC: 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. By Provider: Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider’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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services “on-line”. Providers may be private companies under contract with the SBBC. These Providers are in many cases “for profit” organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student’s PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student’s PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 On-line Services. Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 Independent Contract. The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 Conflict of Interest. Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 **Disputes.** Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination.** Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law**. 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To Project MIND, Inc[®] Dr. Hui Fang Su, President & CEO
Name of Other Party
2150 Areca Palm Road
Address
Boca Raton, FL 33432
Address

With a Copy to: Lucy Puello-Capone
Name to be provided by School
P.O. Box 971615
Address
Miami, FL 33197-1615
Address

3.18 **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.

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

3.20 **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.

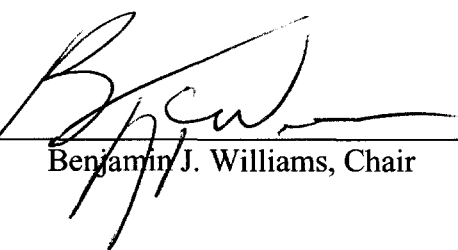
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

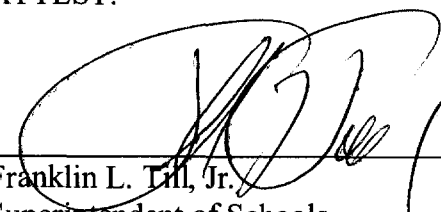
FOR SBBC

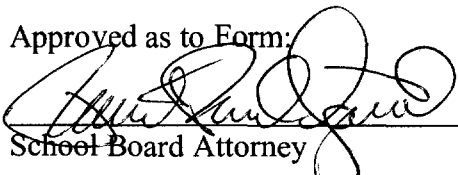
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

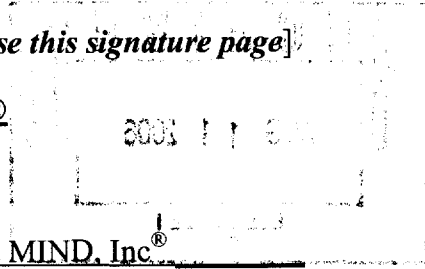
By 
Benjamin J. Williams, Chair


Franklin L. Till, Jr.
Superintendent of Schools

Approved as to Form:

School Board Attorney

[If the other party is a corporation or agency, use this signature page]

FOR Project MIND, Inc®



(Corporate Seal)

Project MIND, Inc®
Name of Corporation or Agency

ATTEST:

Hui Fang Huang Su
Hui Fang Huang Su, Secretary

By Dr. Hui Fang Su
Name and Title president & CEO

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the School 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 11th day of August, 2006 by HUI FANG HUANG SU of

PROJECT MIND, INC, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced FLDLRC SCW 328558-070 as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

1-11-07

Sydelle Rosen
Signature - Notary Public

SYDELLE ROSEN
Printed Name of Notary

(SEAL)

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ Phone # _____

1. STUDENT’S INDIVIDUAL GOALS

Based on evaluation of the student’s academic achievement, district, provider, and parent have set the following goals for the student:

[Insert description – Subject(s), goal statement(s) and objective(s)- for example, specific increases in scores on statewide academic assessments. Include intermediate, as well as final goals. If the student is disabled, state how the goals fit with the student’s individualized education program (IEP).]

Subject: _____

Goal Statement: _____

Objective: _____

2. PERFORMANCE MEASURES FOR MEETING GOALS

Provider will measure the student’s progress in meeting the goals above as follows:

[Insert description – for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the performance measures fit with the student’s IEP.]

3. TIMELINE FOR IMPROVING ACHIEVEMENT

District, provider, and parent have set the following timeline for improving the student’s achievement:

No. of sessions per week:

Length of each session:

Beginning date:

End Date:

Days of the week:

Time:

Total no. of sessions:

Location of sessions:

4. DESCRIPTION OF SERVICES

Provider will give the student the following supplemental educational services at the following location(s), dates, and times.

[Insert general description of your program and procedures, which should also include the method of delivery - for example, tutoring, small classes, etc., along with locations, dates, and times.]

5. COMMUNICATION WITH PARENTS & DISTRICT

Provider will inform parents and district staff about the student’s progress.

[Insert description of reporting method(s)- for example, by written report on a monthly basis].

6. CONFIDENTIALITY

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in MINUTES to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. *Submit one record per month.*

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director /Designee _____ Date _____

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
 701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
 From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, whereas 1 is "Unsatisfactory" and 4 is "Outstanding", please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one				
	Unsatisfactory	Outstanding			Don't know
<p>1. Did the provider give you and your child regular feedback on his or her learning?</p> <p>Comments: _____</p> <p>_____</p>	1	2	3	4	<input type="checkbox"/>
<p>2. Did the provider's services reinforce your child's academic areas in need of improvement?</p> <p>Comments: _____</p> <p>_____</p>	1	2	3	4	<input type="checkbox"/>

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities only.</p>	
<p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p> <p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>

**School Board of Broward County
Student Progress Report for Supplemental Educational Services (SES)**

Student Name _____

Grade _____

Student # _____

School _____

Provider Name: _____

Assessment	Assessment/Diagnostic Information	
	Reading SSS: _____ NRT: _____	Mathematics SSS: _____ NRT: _____
FCAT		
SAT		
Benchmark Assessment Test (BAT)		
DIBELS		
DAR		
Reading Inventory		
Other - Name:		
Provider's Pre-Test - Name:		
Provider's Post-Test - Name:		

Instructional Level as indicated by assessment _____

Monitoring and Progress

Reporting Date	Reading/Writing Intervention/Program	Mathematics Intervention/Program	Benchmark/Strategies Targeted	Progress Indicators & Measurement <i>Progress comments must be provided.</i>
Date:				<i>Progress comments must be provided.</i>
				Instructor's signature: <i>Progress comments must be provided.</i>
				Instructor's signature:

**Project MIND, Inc.
2150 Areca Palm Rd.
Boca Raton, FL 33432**

August 8, 2006

To Whom It May Concern:

I am including information relevant to the required documents:

- 1. We are an on-site provider, hence we do not need to transport any students, and insurance coverage for this purpose is not necessary.**
- 2. ACH Insurance and Financial Services, 1001 N. Lake Destiny Rd., Maitland, FL 32751 is providing the Workmen's Compensation Insurance for our tutors. ACH handles the payroll for our company.**

Project MIND looks forward to working with your District's students.

Sincerely,



**Lucy Puello-Capone
Executive Administrator**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/04/2006

PRODUCER
ACH INS & FINANCIAL SERVICES, INC.
1001 N LAKE DESTINY RD #300

800-215-7112

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

MAITLAND, FL 32751

INSURED

PROJECT MIND, INC.
2150 ARECA PALM ROAD
BOCA RATON, FL 33432

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: HARTFORD

INSURER B: AIG

INSURER C: NATIONAL UNION FIRE INS. CO. OF N.Y.

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO:JECT <input type="checkbox"/> LOC	21SBMRP7282	08/02/06	08/02/07	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTY'S PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS & COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	21SBMRP7282	08/02/06	08/02/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU: TORY LIMITS <input type="checkbox"/> OTH: ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C		OTHER PROFESSIONAL LIABILITY	006732775	08/02/06	08/02/07	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

A - THE SCHOOL BOARD OF BROWARD COUNTY, ITS MEMBERS, OFFICERS, EMPLOYEES AND AGENTS ARE LISTED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER

THE SCHOOL BOARD OF BROWARD COUNTY
701 NW 31 AVENUE
FT. LAUDERDALE, FL 33311

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

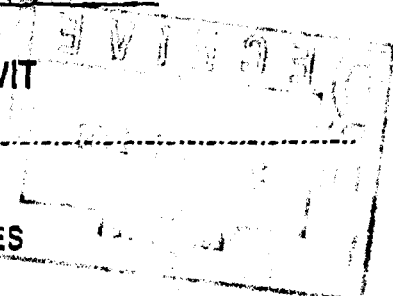
AUTHORIZED REPRESENTATIVE

Charles L. Hall

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKER'S COMPENSATION AFFIDAVIT

CONTRACTOR, SUBCONTRACTOR
CERTIFICATION OF NUMBER OF EMPLOYEES



I, Hui Fang Huang Su
(Name of Applicant)

D/B/A Project MIND, Inc.®
(Name of Business)

2150 ARECA PALM Road
(Street Address)

Boca Raton, FL
(City/State)

33432
(Zip)

hereby certify or affirm that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the period 08/01/06 to 08/01/07.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, Certificates of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Worker's Compensation coverage.

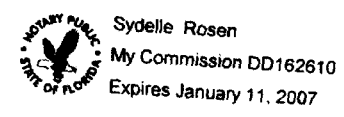
Signed: Hui Fang Huang Su

Print/Type Name: Hui Fang Huang Su

Title: President & CEO

Sworn to and subscribed before me this 11th day of August A.D. 2006

Notary Public: Sydelle Rosen
(Signature)



AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of ~~August~~^{September}, 2006,
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

T & T Learning Center, Inc.
(hereinafter referred to as "Provider"),
whose principal place of business is
231 South Dixie Highway
Pompano Beach, Florida 33060

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) outlines the requirements for SES; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration**. The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent**. The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at Child's Home School and/or T & T Learning Center, Broward County, Florida 33060, hereinafter known as the "LOCATION."

2.04 **Indemnification.**

A. By SBBC: 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. By Provider: Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider'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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services "on-line". Providers may be private companies under contract with the SBBC. These Providers are in many cases "for profit" organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student's PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student's PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit

all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in

the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 On-line Services. Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 Independent Contract. The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 Conflict of Interest. Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 **Disputes.** Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination.** Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law**. 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To T & T Learning Center T & T Learning Center, Inc.
Name of Other Party
231 South Dixie Highway _____
Address
Pompano Beach, Florida 33060 _____
Address

With a Copy to: _____
Name to be provided by School

Address

Address

3.18 **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.

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

3.20 **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.

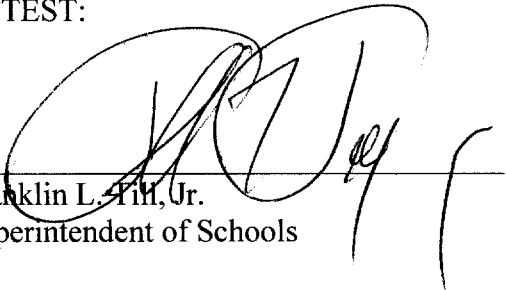
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

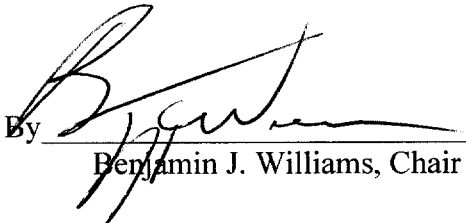
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

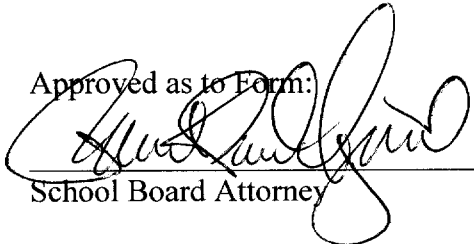
ATTEST:



Franklin L. Hill, Jr.
Superintendent of Schools

By 

Benjamin J. Williams, Chair

Approved as to Form:


School Board Attorney

FOR T & T Learning Center, Inc.

(Corporate Seal)

T & T Learning Center, Inc.
Name of Corporation or Agency

ATTEST:

By Minnie Campfield / Broker
Name and Title

Laura Poe
_____, Secretary

-or-

Witness

Witness

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

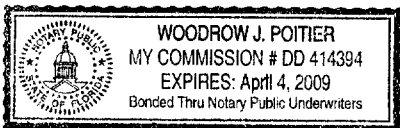
STATE OF Florida.

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8 day of August, 2006 by MINNIE Campfield. of T & T Learning Center, on behalf of the corporation/agency.
Name of Person
Name of Corporation or 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:



(SEAL)

Woodrow J. Poitier
Signature - Notary Public

Woodrow J. Poitier
Printed Name of Notary

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ **Phone #** _____

1. STUDENT’S INDIVIDUAL GOALS

Based on evaluation of the student’s academic achievement, district, provider, and parent have set the following goals for the student:

[Insert description – Subject(s), goal statement(s) and objective(s)- for example, specific increases in scores on statewide academic assessments. Include intermediate, as well as final goals. If the student is disabled, state how the goals fit with the student’s individualized education program (IEP).]

Subject: _____

Goal Statement: _____

Objective: _____

2. PERFORMANCE MEASURES FOR MEETING GOALS

Provider will measure the student’s progress in meeting the goals above as follows:

[Insert description – for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the performance measures fit with the student’s IEP.]

3. TIMELINE FOR IMPROVING ACHIEVEMENT

District, provider, and parent have set the following timeline for improving the student’s achievement:

No. of sessions per week:

Length of each session:

Beginning date:

End Date:

Days of the week:

Time:

Total no. of sessions:

Location of sessions:

4. DESCRIPTION OF SERVICES

Provider will give the student the following supplemental educational services at the following location(s), dates, and times.

[Insert general description of your program and procedures, which should also include the method of delivery - for example, tutoring, small classes, etc., along with locations, dates, and times.]

5. COMMUNICATION WITH PARENTS & DISTRICT

Provider will inform parents and district staff about the student’s progress.

[Insert description of reporting method(s)- for example, by written report on a monthly basis].

6. CONFIDENTIALITY

Provider will not publicly disclose the student's identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in **MINUTES** to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. *Submit one record per month.*

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director /Designee _____ Date _____

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
 701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
 From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, **whereas 1 is "Unsatisfactory" and 4 is "Outstanding"**, please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one			Don't know	
	Unsatisfactory	Outstanding			
1. Did the provider give you and your child regular feedback on his or her learning? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments: _____ _____	1	2	3	4	<input type="checkbox"/>

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities only.</p>	
<p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p> <p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p> <p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2006

PRODUCER
PF INSURANCE & FINANCIAL SERVICE 954-973-3038
160 N POWERLINE ROAD
POMPANO BEACH, FL 33069

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
T & T LEARNING CENTER INC
231 S. Dixie Highway
Pompano Beach, Fl 33060

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: UNITED STATES LIABILITY INNS.	
INSURER B: CENNAIRUS	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	C020805	2/08/2006	2/08/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> CO-RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	66101	11/01/2005	11/01/2006	<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT \$</td> <td>100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE \$</td> <td>500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT \$</td> <td>100,000</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT \$	100,000	E.L. DISEASE - EA EMPLOYEE \$	500,000	E.L. DISEASE - POLICY LIMIT \$	100,000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT \$	100,000												
E.L. DISEASE - EA EMPLOYEE \$	500,000												
E.L. DISEASE - POLICY LIMIT \$	100,000												
A	OTHER PROFESSIONAL INS.	CL2278977	9/04/2005	9/04/2006	1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL INSURED: SCHOOL BOARD OF BROWARD COUNTY

CERTIFICATE HOLDER

BROWARD COUNTY SCHOOL BOARD
7770 W. OAKLAND PARK BLVD. #206
SUNRISE, FL 33351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19 day of Sept., 2006, 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

The Huntington Learning Centers, Inc.
DBA The Huntington Learning Center
(hereinafter referred to as "Provider"),
whose principal place of business is
496 Kinderkamack Road
Oradell, NJ 07649

The Supplemental Educational Service Provider (hereinafter referred to as the "Provider") for the purpose of providing Supplemental Educational Services (SES) to eligible students as agreed upon in the *Parent-District-Provider-Agreement (PDPA)*. Eligible students are those students who have been identified by the SBBC and who meet specific requirements under No Child Left Behind (NCLB) and State Statutes, and Title I.

SBBC is authorized by NCLB and the State of Florida to enter into an agreement with the state-approved Supplement Educational Services (SES) Providers for the aforementioned purpose.

WHEREAS, the Provider desires to enter into this Agreement with the SBBC, for the purposes of providing SES in compliance with applicable law, including No Child Left Behind; and

WHEREAS, the Provider desires to enter into this Agreement with respect to its services to the SBBC upon the terms and the conditions hereinafter set forth; and

WHEREAS, the Provider is specially trained and possesses the necessary skills, experience, competency and licenses or credentials to perform the required services; and

WHEREAS, Provider has been approved by the State of Florida Department of Education and has met the qualifications to be certified as an SES Provider; and

WHEREAS, Provider is willing to provide such services to SBBC eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, No Child Left Behind Act, Section 1116, 20 U.S.C. 6316(e) (3) contains the following requirements:

- a. Requires SBBC to develop, in consultation with parents, a statement of specific achievement goals for the student described in the Parent-District-Provider-Agreement (PDPA), how student progress will be measured and a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP);
- b. Requires Provider to continue to provide SES to eligible students who are receiving such services until the end of the school year in which such services were first received but SBBC cost shall not exceed the per student allocation of \$ 1365.86.
- c. Requires a description of how the student's parent(s) and teacher(s) will be regularly informed of the student's progress.
- d. Requires a provision for the termination of the Agreement if Provider is unable to meet the goals and timetables required.
- e. Requires provisions with respect to making payments to Provider by SBBC.
- f. Prohibits Provider from disclosing to the public the identity of any student eligible for, or receiving SES without the written permission of the parent/guardian of such student.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **Duration**. The Provider will provide SES for the 2006 – 2007 school year with such services to be provided to eligible students upon approval by SBBC. SES must begin by October 15, 2006 and must be completed by April 15, 2007 unless otherwise agreed upon.

2.02 **Extent**. The SES tutoring program shall be offered Sunday through Saturday as indicated on Provider's state approved application. Length of sessions shall be offered as indicated on PDPA and Provider's state approved application.

2.03 **Location.** The SES tutoring program will be located at See attached list of locations, _____, Florida 33____, hereinafter known as the “LOCATION.”

2.04 **Indemnification.**

A. By SBBC: 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. By Provider: Provider 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 Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Provider or the negligence of Provider’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 Provider, SBBC or otherwise.

2.05 **Program Description.** SES provides additional tutoring for students in K-8 who are eligible for free or reduced priced meals. Under No Child Left Behind, any school that receives Title I funds, yet does not make adequate yearly progress for three (3) or more consecutive years in a row must offer SES to eligible students. Under federal law, only private Providers who have been approved by the Florida Department of Education may offer tutoring. They may hire teachers who work at the school during the day or may provide services using their own staff. Some Providers may offer tutorial services “on-line”. Providers may be private companies under contract with the SBBC. These Providers are in many cases “for profit” organizations. Parents may not select Providers not appearing on the state approved list.

2.06 **Parent-District-Provider Agreement.** A PDPA (Exhibit A) shall be developed by SBBC in consultation with parents/guardians and Provider for each eligible student whose parent/guardian elects to receive SES. Tutorial services may begin upon approval of the PDPA by the SES Coordinator. Changes in any student’s PDPA may only be made with the written consent of the parent/guardian in consultation with Provider and approved by SBBC. Provider, SBBC or parent/guardian may request a review of a student’s PDPA. Provider shall obtain written authorization from SBBC before terminating any PDPA.

Parents/guardians shall not be charged for any services rendered under the PDPA unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parent/guardian. In no event shall the agreed upon charges obligate the SBBC financially, nor shall SBBC incur any obligations or expense in excess of the state/federal reimbursement amount of \$1,365.86.



The Huntington Learning Center
Plantation Promenade
10125 Cleary Boulevard
Plantation, FL 33324
(854)474-4144

The Huntington Learning Center
10044 Pines Boulevard
Pembroke Pines, FL 33024
(954)436-3319

The Huntington Learning Center
11050 North Kendall Drive #100
Miami, FL 33176
(305)598-0686

The Huntington Learning Center
18223 Pines Boulevard
Pembroke Pines, FL 33024
(954)431-4971

The Huntington Learning Center
1750 University Drive #234
Coral Springs, FL 33071
(954)752-0411

2.07 **Parent/Guardianship.** For the purpose of this Agreement, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent as indicated in the legal system.

2.08 **Evaluation/Follow-up Method.** Evaluation of the Provider shall be provided by parents of students enrolled in SES (Exhibit C). The SBBC will provide further evaluation of the provider by reviewing records of attendance, timeliness of invoices, and academic progress reports.

2.09 **Right to Withhold.** SBBC may withhold payment to Provider, with a ten (10) working days written notice of such withholding, when in the option of SBBC:

- a. Provider's performance, in whole or part, either has not been carried out or is insufficiently documented.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If SBBC gives notice of intent to withhold, Provider shall have fourteen (14) days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

RESPONSIBILITY OF THE PROVIDER:

2.10 **Statement of Goals.** The Provider shall develop a statement of goals for each eligible student whose parent elects to receive SES from Provider. Each parent/guardian and SBBC shall approve the statement of goals for the student. Provider shall make no changes to, or terminate, any student's statement of goals without written consent of the SBBC and the student's parent/guardian.

The SBBC will develop, in consultation with parents, a statement of specific achievement goals for the student described in the PDPA, how the student's progress will be measured, a timetable for improving achievement, and in the case of a student with disabilities, is consistent with student's Individual Educational Plan (IEP).

2.11 **Progress Report.** The Provider shall provide a progress report for each student to whom the provider gives services under this Agreement. Provider shall, on at least a monthly basis, send SBBC and the student's parent a written report describing the student's progress, including assessment data. The progress report (Exhibit D) shall be legible, understandable and in a uniform format. Upon request by the SBBC or parent, Provider shall give these reports in English, Spanish, Creole, and Portuguese.

2.12 **Services Provided.** Provider will ensure that programs and materials used are research-based and tutorial services are specifically designed to increase the academic achievement of eligible students as measured by the No Child Left Behind Act of 2001 under the state's assessment. Provider will also ensure that the tutorial services enable students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards.

Provider will use highly qualified instructors to provide instruction as required in the Provider proposal approved by the Florida Department of Education.

Provider agrees that eligible students may only be registered for the Provider's services by the SBBC.

2.13 **Record of Attendance.** Provider shall maintain a daily student sign-in sheet and a portfolio of student services. The student sign-in sheets are submitted to the on-site facilitator the 1st of each month for the preceding month. The portfolio should include the name and address of the student, name of provider, the employee who rendered the service, and the amount of time of such service. Provider is paid only for sessions students attend. Provider shall permit access to and/or a copy of such records to SBBC upon request.

Provider shall submit the monthly attendance and payment record (Exhibit B) provided by the SBBC. The monthly attendance and payment record shall include the name, address and school of the student, hourly rate of the services, name of the Provider, name of the Provider's employee who rendered the service and the amount of time of the service for each day. The student's parent/guardian and/or SES facilitator must initial the monthly attendance and payment record. The total number of hours for the month and the amount due shall also be indicated. The Provider must sign each monthly attendance and payment record.

2.14 **Compliance with Policies and Laws.** The Provider shall comply with all SBBC policies. Policies are located at www.broward.k12.fl.us/sbcpolicies and incorporated herein. It shall be the Provider's responsibility to comply with all SBBC policies as they may be modified during the term of this Agreement. The Provider shall abide by all federal, state and local laws that are applicable, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement.

2.15 **Monthly Invoices.** The Provider shall submit to the SBBC monthly invoices itemized by name and address of student, services provided, actual number of hours for which services were provided and amount owed. The Provider shall submit invoices for each month for the preceding month. The provider also agrees to provide this information in aggregate form. Invoices shall be submitted no later than fifteen (15) days after rendering services for the preceding month. Invoices submitted more than sixty (60) days after services are rendered are subject to non-payment. Final invoices shall be submitted no later than May 15 of the calendar year.

2.16 **Compensation.** The cost of these services shall not exceed the per pupil allocation of \$1365.86, which is based on the state's allocation and prescribed by the Federal NCLB mandate. The Provider shall receive compensation in the amount not to exceed per session/hour for each student as indicated on Provider application with the Florida Department of Education. A session shall be at least 60 minutes in length per session/per subject area or as indicated on Provider application with Florida Department of Education. Provider shall be reimbursed based on sessions attended.

No payment shall be made unless and until it has been verified that all services for which payment is requested have been performed satisfactorily and in full. The Provider shall submit

all documents necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

2.17 **Confidentiality of Student Records.** The Provider is subject to all SBBC obligations relating to compliance with student record confidentiality laws. By signing this Agreement, the Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all Federal and State laws regarding confidentiality of student's records.

2.18 **Student Records and Security of Records.** All student records shall be kept in a secure location, preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the SBBC and/or the parent/guardian of student. Provider shall not forward to any person other than the parent/guardian or SBBC, any student record, including, but not limited to, the student's identity, without written consent of the parent/guardian and/or SBBC. Upon termination of this Agreement, Provider shall turn over to the SBBC, all student records of eligible students to whom Provider has rendered services under this Agreement.

2.19 **Facility Access.** Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by SBBC and shall be invited to participate in any review of each student's progress by SBBC. SBBC representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress. Provider shall notify SBBC and provide the address of the location and/or any changes in location at which it is providing services to eligible students. The Provider shall provide all required permits, certificates of occupancy, or other approvals as may be required for intended facility, in which it will provide SES to eligible students at least ten (10) days prior to the commencement of services.

2.20 **Records, Inspection and Audit.** Provider shall provide access to all records or reports, or other matters relating to this Agreement upon request by SBBC. Provider shall maintain fiscal records for five (5) years and shall keep them available for audit.

2.21 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and the Provider 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 and fingerprint 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider will 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 Provider and its personnel.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC, its officers and employees from any liability in

the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.22 On-line Services. Online Provider's employees, located in or outside the state of Florida, shall complete a background screening and fingerprint screening conducted by a law enforcement agency or other entity located in their home state. The results of the background screening and fingerprint screening must be forwarded to the Title I office for review and approval. All results must be forwarded on the letterhead of the law enforcement agency or other approved entity that conducted the screening. The provider agrees that applicants shall not be hired prior to the SBBC's receipt, review, and approval of the fingerprint results of the Provider's applicants from the Florida Department of Law Enforcement, Federal Bureau of Investigation or SBBC authorized entity if the Provider is outside of the State of Florida. The Provider agrees not to hire applicants whose fingerprint screening results reveal non-compliance with standards of good moral character and to ensure that no employee of the Provider working with students of the SBBC has been convicted of a violent or serious felony involving the abuse or neglect of children, as defined by statutes.

The Parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless the SBBC; its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Provider's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465 Florida Statutes.

2.23 Independent Contract. The Provider is, for all purposes arising under this Agreement, an independent contractor. The Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the SBBC. No officer, agent or employee of the Provider or SBBC shall be deemed an officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits workers compensation benefits, injury leave or other leave benefits.

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship agent, servant, employee, partnership, joint venture, or association. Provider understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

2.24 Conflict of Interest. Provider agrees to furnish to SBBC (upon request) a valid copy of the most recent adopted partnership agreements or bylaws of the corporation and also a completed and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. Provider shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with SBBC.

2.25 **Disputes.** Disputes between the SBBC and Provider concerning the meaning, requirements or performance of this Agreement shall be submitted in writing and delivered in person or by certified mail to the Title I Office, 701 NW 31 Avenue, Ft. Lauderdale, FL, 33311. The determination of SBBC shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

2.26 **Accident/Incident Report.** Provider agrees to notify the SBBC within twenty-four (24) hours of an accident or incident when a pupil suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Provider agrees to submit a written accident report to SBBC within three (3) days of an accident or incident.

The Provider further agrees to notify the SBBC immediately, of any information that may be detrimental to the health and safety of any students or that may inhibit the Provider's performance of this Agreement.

2.27 **Child Abuse Reporting.** Provider assures the SBBC that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Education Code 49370 and Florida Penal Code 111666 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to SBBC when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under Provider's supervision.

2.28 **Supplies, Equipment and Facilities.** Provider shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her PDPA. A Provider who desires to use SBBC's facilities must make a separate application for use of facilities through SBBC's Lease Agreement procedures, outlined in Policy 1341. SBBC may deny any applicant's request.

Providers who are permitted to use SBBC's facilities shall submit payment to the school along with a copy of the school's original invoice and a check for the total amount due. Such invoices shall be submitted within fifteen (15) days of utilizing the building for the preceding month. Provider shall process payments, made payable to the school, within forty-five (45) days of receipt of invoice.

2.29 **Transportation.** Transportation arrangements and costs for students receiving services under this Agreement are between the Provider and eligible student's parent/guardian, and the SBBC has no obligations to provide transportation in connection with the Provider's responsibility to provide services under this Agreement. Neither SBBC nor parents/guardians shall be charged an additional fee for transporting students.

2.30 **Insurance.** During the entire term of this Agreement any extension or modification thereof, Provider shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by provider, of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, Provider shall provide SBBC with satisfactory evidence of insurance, naming District as additional certificate holder, including a provision for twenty (20) calendar day written notice to SBBC before cancellation or material change, evidencing the above specific coverage. Provider shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of Florida, if applicable. SBBC reserves the right to revise the requirements of this provision at any time. If SBBC determines that additional insurance coverage is necessary, SBBC will reopen negotiations with Provider to modify the terms of this Agreement.

2.31 **Subcontract and Assignment.** Provider shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from SBBC. Such approval shall be attached and made part of this Agreement. Subcontracts or assignments may be entered into only with Providers certified by the Florida Department of Education.

Any subcontractor or assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any Agreement.

3.03 **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.

3.04 **Termination.** Either party may cancel this Agreement during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **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 for non-compliance with that law.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **Governing Law**. 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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, 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.

3.17 **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: Vera W. Ginn, Director, Title I Office
Name of District Representative
701 N. W. 31st Avenue
Address
Ft. Lauderdale, Florida 33311
Address

To [Huntington]: Julie DeLucca
Name of Other Party
496 Kinderkamack Road
Address
Oradell, NJ 07649
Address

With a Copy to: _____
Name to be provided by School

Address

Address

3.18 **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.

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

3.20 **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.

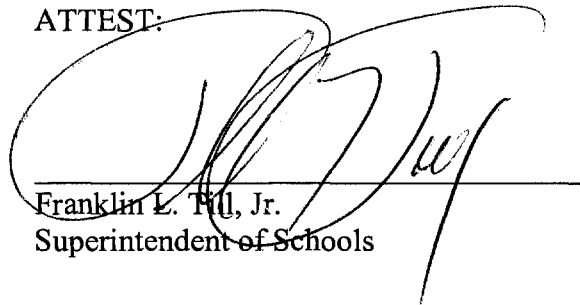
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

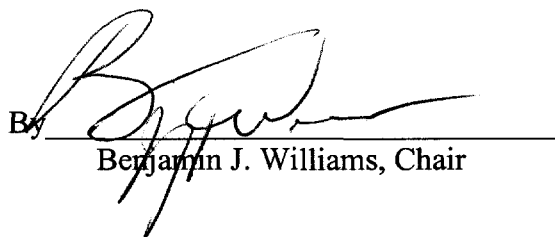
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

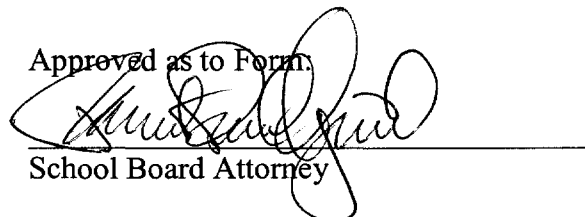
ATTEST:



Franklin L. Hill, Jr.
Superintendent of Schools

By 

Benjamin J. Williams, Chair

Approved as to Form


School Board Attorney

[If the other party is a corporation or agency, use this signature page]

FOR Huntington Learning Centers, Inc.

(Corporate Seal)

Huntington Learning Centers, Inc.
Name of Corporation or Agency

ATTEST:

By [Signature] 8/3/06
Name and Title

_____, Secretary

-or-

[Signature]
Witness

Witness

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

STATE OF New Jersey

COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 3 day of August, 2006 by Raymond J. Huntington of

Huntington Learning Centers, Inc., on behalf of the corporation/agency.
Name of Corporation or 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: 8/4/2009

[Signature]
Signature - Notary Public

Zoraida Krell
Printed Name of Notary

(SEAL)

Notary's Commission
ZORAIDA KRELL
Notary Public
State of New Jersey
My Commission Expires August 04, 2009

Exhibit A

**The School Board of Broward County
Supplemental Educational Services
2006/2007**

PARENT-DISTRICT-PROVIDER AGREEMENT (PDPA)

CONTACT INFORMATION

Provider: _____

Contact Person: _____ Title: _____

Address: _____

Tel.# _____

Student: _____ **Grade:** _____

Address: _____

Telephone # _____

Parent(s) / Guardian(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Address: *(if different from student listed above)* _____

Telephone # *(if different from student listed above)* _____

School Name: _____ **Phone #** _____

1. STUDENT’S INDIVIDUAL GOALS

Based on evaluation of the student’s academic achievement, district, provider, and parent have set the following goals for the student:

[Insert description – Subject(s), goal statement(s) and objective(s)- for example, specific increases in scores on statewide academic assessments. Include intermediate, as well as final goals. If the student is disabled, state how the goals fit with the student’s individualized education program (IEP).]

Subject: _____

Goal Statement: _____

Objective: _____

2. PERFORMANCE MEASURES FOR MEETING GOALS

Provider will measure the student’s progress in meeting the goals above as follows:

[Insert description – for example, tests based on statewide academic assessments, performance on assignments, intervals of assessments, etc. If the student is disabled, state how the performance measures fit with the student’s IEP.]

3. TIMELINE FOR IMPROVING ACHIEVEMENT

District, provider, and parent have set the following timeline for improving the student’s achievement:

No. of sessions per week:

Length of each session:

Beginning date:

End Date:

Days of the week:

Time:

Total no. of sessions:

Location of sessions:

4. DESCRIPTION OF SERVICES

Provider will give the student the following supplemental educational services at the following location(s), dates, and times.

[Insert general description of your program and procedures, which should also include the method of delivery - for example, tutoring, small classes, etc., along with locations, dates, and times.]

5. COMMUNICATION WITH PARENTS & DISTRICT

Provider will inform parents and district staff about the student’s progress.

[Insert description of reporting method(s)- for example, by written report on a monthly basis].

6. CONFIDENTIALITY

Provider will not publicly disclose the student’s identity without the written permission of the parent(s) or guardian(s).

7. SIGNATURES

We hereby certify that we have read and understood this Supplemental Educational Services Statement of Goals.

Provider

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

Parent or Guardian

Signature: _____ Date: _____

Printed Name: _____ Relationship: _____

SES Facilitator

Signature: _____ Date: _____

Printed Name: _____

Other

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit B

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
SES Monthly Attendance & Payment Record

Student's name: _____ Date _____

Student's address: _____

School: _____ Tutoring Location: _____

SES Provider: _____ Tel. # _____ Fax# _____

SES Facilitator: _____ Tel. # _____ Fax# _____

Beginning Date: _____ Ending Date: _____

Instructor's name: _____

Each day, record attendance in MINUTES to the nearest 30 minutes. Indicate Reading (R), Writing (W), and/or Math (M) in each box. Parent or SES facilitator must initial daily attendance. Invoice and attendance are to be submitted by the 15th of the following month. *Submit one record per month.*

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Tutor Schedule: M T W T F S Sun (Please circle tutoring days)

Total Attendance: _____ Hours _____ Minutes

I certify, under penalty of perjury, that the above information is true and correct.

Signature of SES Provider _____

Print name _____

Date _____

Approved for payment

Signature of Title I Director /Designee _____ Date _____

The School Board of Broward County, Florida
Title I, Migrant and Special Programs
 701 N. W. 31 Avenue, Ft. Lauderdale, FL 33311

April __, 200__

To: **Parent of Students in SES Programs**
 From: **Broward County School District**

Our records indicate your child received Supplemental Educational Services (SES) to help improve academic performance. The purpose of this survey is to find out if parents/ guardians were satisfied with the tutorial services. **Please return the questionnaire to your child's school by May __, 200__.** For questions regarding the survey, please call 754-321-1418.

Student and Provider Information - Please print

Student name: _____ Grade level: _____

School: _____

Provider name: _____

Location of services: _____

Subject(s) tutored by provider: _____

On a scale of 1 to 4, whereas 1 is "Unsatisfactory" and 4 is "Outstanding", please circle the number that closely matches your opinion of the provider and the services your child received. If you do not know about a topic, please check the box labeled "Don't Know". If you have additional comments, feel free to provide comments in the "Comment" section after each question.

Questions	Circle one			
	Unsatisfactory	Outstanding	Don't know	
1. Did the provider give you and your child regular feedback on his or her learning? Comments: _____ _____	1 2 3 4		<input type="checkbox"/>	
2. Did the provider's services reinforce your child's academic areas in need of improvement? Comments: _____ _____	1 2 3 4		<input type="checkbox"/>	

<p>3. Were you satisfied with the provider's instructors?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>4. As a whole, were you satisfied with the quality of the services your child received?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of students with disabilities only.</p>	
<p>This question is only for parents of students with disabilities who have individualized education programs (IEPs) or who get individualized services (IS):</p>	
<p>5. Were the services given to your child consistent with your child's IEP or IS?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p>	
<p>6. Were the services given to your child appropriate for an English language learner?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>
<p>Parents of English-Language learners only.</p>	
<p>This question is only for parents of English-language learners:</p>	
<p>7. Did the provider give notices, letters, and other information in your language?</p> <p>Comments: _____</p> <hr/>	<p>1 2 3 4 <input type="checkbox"/></p>

School Board of Broward County
Student Progress Report for Supplemental Educational Services (SES)

Student Name _____ Grade _____ Student # _____

School _____ Provider Name: _____

Assessment		Assessment/Diagnostic Information			
			Reading	Mathematics	
FCAT		SSS:	NRT:	SSS: NRT:	
SAT					
Benchmark Assessment Test (BAT)					
DIBELS					
DAR					
Reading Inventory					
Other - Name:					
Provider's Pre-Test - Name:					
Provider's Post-Test - Name:					

Instructional Level as indicated by assessment _____

Monitoring and Progress

Reporting Date	Reading/Writing Intervention/Program	Mathematics Intervention/Program	Benchmark/Strategies Targeted	Progress Indicators & Measurement
				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
				<i>Progress comments must be provided.</i>
Instructor's signature:				
<i>Progress comments must be provided.</i>				
Instructor's signature:				
<i>Progress comments must be provided.</i>				
Instructor's signature:				
<i>Progress comments must be provided.</i>				

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2006

PRODUCER (305)558-1101 FAX (305)822-4722
 Ben Battle Mead & Company
 850 Northwest 146 Street
 Suite 200
 Miami Lakes, FL 33016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED General Learning Achievement Corp. &
 Atlantic Learning Centers
 dba Huntington Learning Center
 10044 Pines Blvd
 Pembroke Pines, FL 33024

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Assurance Company of America	19305
INSURER B: Bridgefield Casualty Ins Co	
INSURER C: US Liability Insurance Co	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR ADD'L R INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	043593129	08/13/2005	08/13/2006	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMPI/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	043593129	08/13/2005	08/13/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				OTHER THAN EA ACC AGG \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	19603800	10/22/2005	10/22/2006	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Director's & Officer's Liability	CD1005274	01/12/2006	01/12/2007	\$1,000,000 Lmt \$5000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Corporal Punishment is included
 The School Board of Broward County, FL is named as additional insured.
 30 Day cancellation except for non-payment which is 10 days.

CERTIFICATE HOLDER

The School Board of Broward
 County, Florida

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Battle/CLAUDI 

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2006

PRODUCER (305) 558-1101 FAX (305) 822-4722
Teen Battle Mead & Company
 7850 Northwest 146 Street
 Suite 200
 Miami Lakes, FL 33016
SUBRO General Learning Achievement Corp.
 DBA: Huntington Learning Center
 dba Huntington Learning Center
 10044 Pines Blvd
 Pembroke Pines, FL 33024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Northern Insurance Co of NY	19372
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

3/5

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	043593129	08/13/2006	08/13/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - GA ACCIDENT \$ OTHER THAN BA ACC \$ AUTO ONLY: AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STAT/TPR/LIMIT <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - FA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Locations: 11050 N. Kendall Drive #100 Miami, FL 33176
 18223 Pines Blvd Pembroke Pines, FL 33029
 Broward County is named as additional insured.
 30 day cancellation except for non-payment which is 10 days.

CERTIFICATE HOLDER

The School Board of Broward County

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Battle/CLAUDI 

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/23/2006
PRODUCER (305)558-1101 FAX (305)822-4722 Jean Battle Mead & Company 7850 Northwest 146 Street Suite 200 Miami Lakes, FL 33016	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
SURETY General Learning Achievement Corp. DBA: Huntington Learning Center dba Huntington Learning Center 10044 Pines Blvd Pembroke Pines, FL 33024	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Northern Insurance Co of NY	19372
	INSURER B: Bridgefield Casualty Ins Co	
	INSURER C: US Liability Insurance Co	
	INSURER D:	
	INSURER E:	

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COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PR ADPT VA DESG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO/JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCUR) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	043593129	08/13/2006	08/13/2007	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	19603800	10/22/2006	10/22/2007	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Director's & Officers (Professional Liab)	CD1005274A	01/12/2006	01/12/2007	\$1,000,000 Lmt/\$5,000 Retentio

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Locations: 11050 N. Kendall Drive #100 Miami, FL 33176 10 Day cancellation for non-payment
 18223 Pines Blvd Pembroke Pines, FL 33029
 10044 Pines Blvd Pembroke Pines, FL 33024
 1750 University Drive #234 Coral Springs, FL 33071

CERTIFICATE HOLDER The School Board of Broward County	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LIMIT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Timothy Battle/CLAUDI
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