

AGREEMENT

THIS AGREEMENT is made and entered into as of this 30th day of May 2007, 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 BAUDHUIN PRESCHOOL OF
NOVA SOUTHEASTERN UNIVERSITY, INC.**
(hereinafter referred to as "NSU")
whose principal place of business is
3301 College Avenue, Fort Lauderdale, Florida 33314

WHEREAS, SBBC recognizes the advantage of working cooperatively with NSU to increase the number of toddlers and prekindergarten children with autism who receive special education, and

WHEREAS, NSU has the capability of providing special education to toddlers and prekindergarten students with autism, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Eligibility.** Toddlers and prekindergarten students with autism are determined eligible to attend NSU in accordance with meeting the autism criteria in State Board of Education Rules.

2.02 **Teacher Certification** NSU will provide teachers certified according to State Statutes and Board of Education rules regarding teacher certification, and requirements for special funding for exceptional students.

SBBC, if necessary, will provide a waiver approval to out-of-field teachers holding a Florida teaching certificate in areas other than exceptional student education with the authorization of the area superintendents.

NSU will complete and submit Preclearance and Intent to Hire forms to SBBC'S Certification Department when filling a teacher vacancy.

2.03 **Administrative Responsibility** SBBC will assign an elementary school principal to be responsible for reporting the instructional FTE and maintaining necessary audit documentation. The assigned principal will pay NSU on a monthly basis for eligible exceptional students and be responsible for maintaining an accurate audit file for funds paid to NSU from the generated FTE.

NSU will provide administrative supervision and evaluation of the instructional program and program staff, including providing the school system administrator(s) responsible for reporting the instructional and transportation FTE, with the documentation necessary to generate FTE and to fulfill audit requirements for eligible students.

NSU will adhere to the Office Special Education Programs (OSEP) Child Outcomes Reporting Requirements for Part C and Part B/619 Programs. The reporting for 2008 is based on children who have been in services for at least six months. How a child is counted is determined by comparing functioning at exit to functioning at entry for each of the five outcomes for Part C students. Beginning with the Annual Performance Report (APR) states are required to report children using the 5 reporting categories. Florida Department of Education has adopted the Batelle Developmental Inventory-II (BDI-II) as the instrument to gather the outcomes areas for state report. SBBS is responsible for having an assessment tool available to NSU. NSU must evaluate all the exiting students utilizing the BDI-II by the end of their last year of Preschool or before dismissal of the program which ever comes first. A photocopy of the BDI-II protocol is to be sent to SBBC within two weeks of the evaluation in order to process the instrument for the State.

2.04 **Technical Assistance/Staff Training** SBBC will provide technical assistance to NSU in interpreting and implementing State Statute and School Board policies related to the eligibility and placement of students with autism and related to the provision of therapy services.

SBBC will offer a minimum of 12 hours per year of inservice training for NSU's instructional staff at various days and times throughout the year.

NSU will provide 12 hours of release time annually for the instructional staff to attend inservice training jointly approved by SBBC and NSU.

SBBC will train NSU teachers and therapist on how to administer and score the BDI-II. Once SBBC trains NSU staff on the instrument, NSU will be responsible for training new staff hired after the initial training.

2.05 **Guidelines Medically Related Health Services** SBBC will provide guidelines for medically related health services practices and procedures and training to identify such practices.

NSU will comply with SBBC'S medically related health services practices and procedures; and ensure that release time is provided to staff to attend medically related health services staff development activities and purchase necessary supplies related to the implementation of the health services practices.

2.06 **Designee at Staffings.** SBBC will provide a person who is qualified to be the designee of the Director of Exceptional Student Education to attend all initial eligibility, Individual Family Support Plan (herein referred to as "IFSP") or Individual Educational Plan (hereinafter referred to as "IEP") and placement staffings and reevaluations and initial staffings involving occupational and physical therapy for potential students with autism.

NSU will organize, coordinate and conduct initial eligibility, IFSP or IEP and placement staffings on students who may be eligible exceptional students as defined in Article 2 Section 2.01 and are to be enrolled in NSU.

NSU will provide a person to attend initial eligibility IFSP or IEP and placement staffings for potential students with autism as well as all interim IEP reviews and re-evaluation meetings.

SBBC will provide a person designated by the School Readiness Department Director or designee for initial staffings involving occupational and physical therapy.

2.07 Screening Assessment NSU will organize, coordinate and conduct or have available pre-eligibility screenings and developmental assessments on Part C students who are enrolled in NSU and may be eligible for an exceptional education program as specified in Article 2 Section 2.01.

SBBC will conduct cognitive assessments when needed.

Transitioning preschoolers are to be administered the BDI-II and a photocopy of the protocol is to be sent to SBBC two weeks after the evaluation in order to meet OSEP Child outcome Data Reporting.

Once the transition staffing is conducted a photocopy of the exit BDI-II evaluation is to be sent to SBBC.

2.08 Program Review/Audit SBBC will reserve the right to review the instructional program provided by NSU, and audit records and bookkeeping procedures in compliance with this agreement. A 30-day written notice will be given prior to an audit or program review. The audit of records and bookkeeping will be conducted within 90 days after the end of the agreement. The instructional program review will be held during the terms of the agreement. The written notice and the examination will be conducted by SBBC of Broward County's Management Audit Department. Upon completion, a copy of the audit will be provided to NSU.

NSU will allow appropriate staff of SBBC to formally audit NSU's instructional program, records, and bookkeeping procedures in compliance with this contract.

2.09 Transportation SBBC will provide transportation for eligible students with autism as defined in Article 2 Section 2.01.

SBBC will schedule transportation services for students with autism to accommodate SBBC's eight approved Early Release Days.

NSU will provide the transportation department with an updated list of all students with disabilities to be transported containing as a minimum the name, address, telephone number, emergency telephone number and address, and special needs, if any, of the student.

NSU will send an attendance register to SBBC indicating for each student with a disability the number of days that student was in attendance for the previous month, in order to facilitate payment for student transportation services provided. The register shall be mailed to: The Department of Pupil Transportation, 3895 NW Tenth Avenue, Ft. Lauderdale, FL 33309.

NSU will select an individual identified by NSU and approved by SBBC to be hired to ride a Broward School bus as a School Board employee for the period of time a student is being transported to and from school as specified on the student's IEP.

2.10 Interagency Dispute Process In the event that a dispute arises between the parties regarding this Agreement during its term, the aggrieved party shall send a notice to the other party pursuant to Section 3.17 setting forth the basis of the dispute. The parties shall arrange for appropriate administrators to meet within thirty (30) days of the service of said notice to attempt to amicably resolve the pending dispute. In the event that such efforts do not resolve the dispute, the aggrieved party may take such action as it deems appropriate.

NSU will resolve any complaints or disputes brought to NSU by SBBC. Potential methods of resolving disputes include informal meetings, mediation, and conferences.

2.11 **Preschool Program Design** NSU will provide an 180-day instructional program (starting on 8/20/07 and ending on 6/05/08) for eligible prekindergarten students with autism ages two to five. Based upon the student's IFSP, the students below age three may include but not be limited to any or all of the following: 1) a homebound instructional program 2) a part-time class 3) a "Mommy and Me", parent/child group in the school setting 4) a full-time class. Prekindergarten students ages two to five will attend the instructional program as specified on the IEP. Full time programs are scheduled for a minimum of 25 hours per week (unless the vacation schedule prohibits a full week's instruction). The SBBC and NSU will mutually agree on the methodology curriculum and assessment used to instruct preschool children with autism.

2.12 **Extended School Year (ESY)**. NSU will ensure, on an individual basis, that ESY services are available if a student's IEP committee determines the need for these services are met in accordance with the SBBC's ESY criteria.

2.13 **Security Clearance**. All staff working with students in contracted, temporary or permanent positions including teachers, teacher aides/assistants, speech-language pathologist, occupational therapist and physical therapist working in FTE generating classrooms must follow the guidelines established by DCF to do a security clearance or go through SBBC's security clearance process.

NSU agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that NSU and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of NSU or its personnel providing any services under the conditions described in the previous sentence. NSU 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 NSU and its personnel. The Parties agree that the failure of NSU to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. NSU agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in NSU's failure to comply with the requirements of this section or sections 1012.32 and 1012.465, Florida Statutes.

In the event that changes in Florida law no longer require background screening of NSU's personnel in the performance of this Agreement, the parties' obligations imposed under this Section shall terminate.

2.14 **Supervision**. NSU will provide supervision and evaluation of the instructional staff.

2.15 **Parent Training** SBBC will disseminate information to NSU about parent education programs and support groups for parents of students with disabilities.

NSU will disseminate information and notify parents/guardians of students at NSU of the availability of training opportunities and parent support groups within NSU as well as within the community. Additionally, NSU will continue the implementation of Parent Advisory/School Improvement Committees. Membership will be composed of parents of students with autism two to five years of age.

2.16 **Classroom Equipment, Materials & Supplies** NSU will provide classroom and therapy furniture, equipment, and instructional and evaluation materials and supplies which are developmentally appropriate for students below age five with autism.

2.17 **Individual Family Support Plan (IFSP)/Individual Educational Plan (IEP).**

NSU will ensure that an IFSP (students below age three) or IEP (students ages three to five) with specific measurable educational goals and objectives which are annually measured that have been established for each student with autism and implemented within a developmentally appropriate educational curriculum to meet each student's individualized needs.

NSU will ensure that the IFSP is reviewed every six months. The IEP shall be reviewed annually in accordance with State Board of Education Rules. Additional meetings to review and revise a student's IFSP/IEP may be initiated by SBBC, NSU or the parent/guardian and conducted upon notification to all parties.

NSU will ensure that the parents of students eligible for NSU are invited to participate in the Eligibility, IFSP or IEP and Placement staffings and all IFSP or IEP review meetings.

2.18 **Special Programs and Procedures.** SBBC will provide NSU with a current copy of SBBC's Special Programs and Procedures document.

NSU will comply with SBBC's current Special Programs and Procedures document, procedures for due process, procedural safeguards and the protection of confidentiality of student records, and assure that parents are provided with access to and copies of their child's records.

2.19 **Communication.** NSU will allow appropriate personnel of SBBC to confer with NSU staff in matters regarding student screening, evaluation, eligibility, placement and IFSP or IEP development.

NSU will allow assigned appropriate SBBC support staff access to classroom and student records associated with SBBC Preschool Programs at all times.

2.20 **Custodial Services** NSU will provide daily custodial services to keep classrooms clean and disinfected.

2.21 **Class Size** NSU will adhere to the Florida Department of Education's Class Size Reduction Amendment. The amendment sets the maximum number of students assigned to each teacher is 18 students in pre-kindergarten. NSU will ensure that pupil/teacher ratios do not exceed 12 to 1 (18 to 1 in the VPK integrated class) and ensure that pupil/instructional ratios range from 2 to 1 to 4 to 1 (9 to 1 in the VPK integrated class) depending upon the complexity of needs of the prekindergarten students with autism and range from 2 to 1 to 3 to 1 for toddlers with autism. Exceptions to these ratios must be mutually agreed upon in writing, by the Executive Director of NSU and SBBC'S Director of School Readiness Department or designee.

2.22 **Attendance/Quarterly Reports** NSU will report the attendance of the students as directed by the principal who is responsible for reporting the FTE and maintaining audit documentation. In addition, quarterly reports on the student's progress in meeting the IFSP or IEP goals, with the final quarter being the annual summary, shall be developed for each student and maintained at the contracting site for review, upon request, by appropriate school district personnel. The form of the report shall be agreed upon by NSU and SBBC.

2.23 Health / Safety Standards and Legal Compliance.

NSU will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. NSU will comply with local or state standards for health and safety of the students whichever are more stringent. Said inspections shall be in strict compliance with handicapped accessibility codes, Life Safety 101, Florida State Statute 4A-36 and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to SBBC's representative with the first invoice. Any violations cited in the aforementioned reports shall be abated by NSU within the time limits prescribed by the inspecting agency.

NSU will prohibit smoking at the site in compliance with the Pro-Children Act of 1994.

NSU will comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973.

NSU will prohibit any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

2.24 Therapy Services NSU will provide a certified and/or licensed occupational therapist(s) or a certified occupational therapy assistant (COTA), physical therapist(s) or a registered physical therapy assistant (RPT) and a speech-language pathologist(s) as needed to implement IFSPs or IEPs, with no out-of-field waivers permitted. The supervising occupational or physical therapist(s) and the speech language pathologist must perform all evaluations including the BDI-II for exiting preschoolers and attend all eligibility placement and IFSP or IEP meetings on students attending the program.

NSU will send therapist(s) to any or all of the following: 1) training in policies and procedures 2) inservice training 3) participation in therapy program development 4) participation in case study conferences 5) sharing information among therapists in both agency and school system programs.

NSU will provide occupational and physical therapy and speech-language evaluations on students who may be eligible for an exceptional education program who are enrolled in NSU as defined by Article 2 Section 2.01.

2.25 Substitutes. NSU will provide a substitute teacher and paraprofessional according to SBBC policy for each teacher and paraprofessional who is not in their designated classroom for one or more days. NSU will negotiate directly with SBBC's approved substitute teachers when seeking substitute teachers for employment at NSU.

SBBC will provide NSU access to a listing of approved substitute teachers.

2.26 Demographics. NSU will refer all age-eligible children who are enrolled in NSU to the Director of Child Development Services or designee and provide available demographic, educational, therapeutic and developmental information pertinent to the deemed eligibility of the child.

2.27 Food Services SBBC will make available to NSU the district's food services program for students to purchase or to participate in the free and reduced breakfast and lunch program when eligible.

NSU will ensure that refrigeration is available for students' lunches brought from home.

2.28 Early Release NSU will provide six early release days to coincide with SBBC'S approved 2007-2008 calendar and implement a program of staff development activities on those days as set forth on Exhibit A.

2.29 **Publicity.** NSU will identify SBBC'S role as a provider of instructional services for preschool exceptional students in any and all public documents, brochures, videos, and newsletters which are developed for the preschool autistic program.

2.30 **Volunteers.** NSU will complete SBBC'S Volunteer Registration Form for every volunteer assisting students and teachers at NSU.

SBBC will provide Volunteer Registration Forms to be completed by adults and students volunteering at NSU.

2.31 **Certificate of Insurance** NSU will furnish SBBC with a certificate of insurance naming SBBC as an additional insured before August 20, 2007. The coverage shall be provided by the companies licensed to write insurance in the State of Florida in amounts not less than:

Worker's Compensation	Statutory
General Liability	One million dollars (\$1,000,000)
Auto Liability	One million dollars (\$1,000,000)
Professional Liability	One million dollars (\$1,000,000)

Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation.

2.32 **Enrollment.** NSU may enroll the lesser of the actual February FTE count or a maximum of 152 eligible preschool students with autism up to age five but not kindergarten eligible.

SBBC will establish an enrollment cap of a maximum of 152 preschool students with autism during the October FTE survey period and 155 during the February FTE survey period and a maximum of 165 preschool students with autism during the extended school year (ESY).

2.33 **Easy IEP®.** SBBC will provide to NSU a computer and LCD projector for the purpose of implementing Easy IEP®, the web-based electronic management system used for all disabled students in the school district. The SBBC will also provide training and ongoing technical assistance to the designated ESE specialist and up to two additional staff members who will be responsible for facilitating the Initial, Interim and Annual IEP meetings. NSU will implement the IEP electronic system at all staffings after July 1, 2006. Additionally, NSU will make available a meeting room with Internet access to be used to access Early IEP during all IEP meetings.

2.34 **Payment.** SBBC will pay NSU \$22,364 for each student annually (\$11,182 per semester) for each student for the 180 day program who is determined eligible as a prekindergarten student with disabilities according to State Board of Education Rules and who is enrolled in membership and in attendance at NSU's special education program during each of the FTE survey periods. Funding for the first semester will begin with a projected allocation based on the student enrollment count taken on the tenth day of the 180-day school calendar for the August and September payments. The total first semester allocation will then be adjusted to the number of students eligible during the October FTE Survey week, and the October through December payments will capture the increase or decrease in the allocation. Funding for the second semester will begin with a projected allocation based on the number of students eligible during the October FTE Survey week for the January payment. The total second semester allocation will then be adjusted to the number of students eligible during the February FTE Survey week, and February through May payments will capture the increase or decrease.

Payment will be provided for the instructional program which includes classroom instruction and therapy services for a maximum of 25 hours per student. NSU will receive the pro rata rate of the student allocation for each student meeting the receiving ESY instruction. ESY students may exceed the enrollment cap if mutually agreed on by NSU and the SBBC.

If during the term of this contract the State of Florida reduces the amount the district receives under the Florida Educational Finance program by more than 3%, a pro-rata reduction will be passed on to the contracting agency. This cooperative agreement shall have effect from June 1, 2007 to June 30, 2008. The projected total cost to the SBBC is \$3,501,834.

2.35 **Indemnification.** SBBC agrees to be fully responsible for its acts of negligence, of its agents acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

NSU agrees to indemnify, hold harmless and defend SBBC, its agents, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, 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 NSU, its agents, or employees; the equipment of NSU, its agents, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of NSU or the negligence of NSU 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 NSU, SBBC or otherwise. NSU shall not have any obligation to indemnify to the extent any claim or action arises out of or results from the acts or omissions of SBBC, its agents, employees. In the event of any such claim or action NSU shall have the right to defend SBBC with counsel reasonably satisfactory to SBBC.

The remainder of this page is intentionally left blank.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **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**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

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 or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial 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 or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **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: Terri Shermett, Coordinator, Preschool ESE
600 Southeast Third Avenue, Sixth Floor
Fort Lauderdale, Florida 33301

To Nova Southeastern Univ.: Ray Ferrero, Jr., President
3301 College Avenue
Fort Lauderdale, Florida 33314

With a Copy to: Dr. Roni Liederman, Ph.D., Associate Dean
Mailman Segal Institute for Early Childhood Studies
3301 College Avenue
Fort Lauderdale, Florida 33314

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.

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

FOR SBBC

(Corporate Seal)

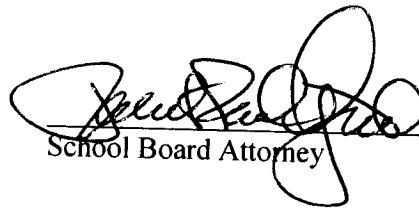
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Beverly A. Gallagher, School Board Chair

James F. Notter, Interim Superintendent of Schools

Approved as to Form:



School Board Attorney

2007-2008

FOR NSU

(Corporate Seal)

ATTEST:

Wylma Evans
Secretary

Dan
-or-
Witness

Sheryl Spencer
Witness
Sheryl Spencer

THE BAUDHUIN PRESCHOOL OF
NOVA SOUTHEASTERN UNIVERSITY

By George L. Hanbury II
Signature

Printed Name: George L. Hanbury II, Ph.D.

Title: Executive VP for Administration | COO

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 30th day of May, 2007 by **George L. Hanbury, II** of The Baudhuin Preschool of Nova Southeastern University on behalf of the corporation. 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:

Shirley L. Conover
Signature – Notary Public

(SEAL)

Shirley L. Conover
Printed Name of Notary

Notary's Commission No.



Shirley L. Conover
Commission # DD380104
Expires December 16, 2008
Bonded Troy Fair - Insurance, Inc. 800-268-7818

NOVA SOUTHEASTERN UNIVERSITY
Office of the President

EXHIBIT A



George L. Hanbury II, Ph.D.
Executive Vice President/Chief Operating Officer

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
2007-2008 SCHOOL CALENDAR SYNOPSIS

FIRST QUARTER

Tuesday, August 14, 2007	Employee Planning (1)
Wednesday, August 15, 2007	Employee Planning (2)
Thursday, August 16, 2007	Employee Planning (3)
Friday, August 17, 2007	Employee Planning (4)
Monday, August 20, 2007	Start 1 st Quarter – Students Report (47 days)
Monday, September 03, 2007	Paid Employee Holiday (1)
Thursday, September 13, 2007	Day Off
Friday, September 21, 2007	Interim Reports
Thursday, September 27, 2007	Early Release (1)
Thursday, October 25, 2007	End Term 1 and Early Release (2)
Friday, October 26, 2007	Employee Planning (5)

SECOND QUARTER

Monday, October 29, 2007	Start 2 nd Quarter (46 days)
Monday, November 12, 2007	Paid Employee Holiday (2)
Wednesday, November 14, 2007	Issue Report Cards
Thursday, November 22, 2007	Paid Employee Holiday (3)
Friday, November 23, 2007	Day Off
Monday, December 03, 2007	Interim Reports
Dec. 24, 2007 through Jan. 4, 2008	Winter Break
Tuesday, January 01, 2008	Paid Employee Holiday (4)
Thursday, January 17, 2008	End Term 2 and Early Release (3)
Friday, January 18, 2008	Employee Planning (6)

THIRD QUARTER

Monday, January 21, 2008	Day Off
Tuesday, January 22, 2008	Employee Planning (7)
Wednesday, January 23, 2008	Start 3 rd Quarter (45 days)
Friday, February 08, 2008	Issue Report Cards
Monday, February 18, 2008	Paid Employee Holiday (5)
Friday, February 22, 2008	Interim Reports
Friday, March 21, 2008	Day Off
Thursday, March 27, 2008	End Term 3 and Early Release (4)
Friday, March 28, 2008	Employee Planning (8)
March 31 through April 4	Spring Break

FOURTH QUARTER

Monday, April 07, 2008	Start 4 th Quarter (42 days)
Thursday, April 17, 2008	Issue Report Cards
Thursday, April 24, 2008	Early Release (5) / Take Our Children to Work Day
Tuesday, May 06, 2008	Interim Reports
Friday, May 23, 2008	Employee Planning (9)
Monday, May 26, 2008	Paid Employee Holiday (6)
Thursday, June 05, 2008	Early Release (6) and Last Day of School for Students
Friday, June 06, 2008	Employee Planning (10)
Friday, June 20, 2008	Issue Report Cards

****ADULT & VOCATIONAL ALTERNATE TERM 2008**

Monday, June 09, 2008	Start Adult/Vocational Alternate Term (45 days)
Friday, July 04, 2008	Day Off
Monday, August 11, 2008	End Adult/Vocational Alternate Term