

AGREEMENT

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

BROWARD CHILDREN'S CENTER, INC.

(hereinafter referred to as "BCC")
whose principal place of business is
200 Southeast 19th Avenue, Pompano Beach, Florida 33060

WHEREAS, SBBC recognizes the advantage of working cooperatively with community agencies to increase the number of infants and toddlers and prekindergarten children with disabilities who receive special education, and

WHEREAS, BCC has the capability of providing special education to infants and toddlers and prekindergarten students with disabilities, and

WHEREAS, BCC provides a residential placement for a small number of medically fragile and medically complex children who are physically unable to benefit from placement in an exceptional center and who require extensive medical support;

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**. Infants, toddlers or a prekindergarten student with disability and selected mentally handicapped, medically fragile school age students with disabilities are determined eligible to attend BCC in accordance with meeting the State Board of Education Rules.

2.02 **Teacher Certification**. BCC 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.

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

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

BCC 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.

BCC 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 BCC. BCC 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 BCC in interpreting and implementing State Statute and School Board policies related to the eligibility and placement of students with disabilities; provision of therapy through on-site observations and visits and through speech-language, occupational, or physical therapy meetings.

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

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

SBBC will train BCC teachers and therapist on how to administer and score the BDI-II. Once SBBC trains BCC staff on the instrument, BCC 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.

BCC will comply with SBBC 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.

BCC will ensure that a nurse or respiratory therapist is on the premises during the hours the students are in school to administer medication, monitor the use of medical equipment, respond to medical emergencies, and, in general, be responsible for the medical well-being of the students.

BCC will ensure that all BCC medical support staff are available, as needed, to provide medical support services.

BCC will avoid sending students with contagious diseases to the educational program in accordance with the current School Board policy.

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.

BCC 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 BCC.

BCC will provide a person to attend all initial eligibility IFSP or IEP and placement staffings for potential students with disabilities 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 BCC will organize, coordinate and conduct pre-eligibility screenings and developmental assessments on Part C students who are enrolled in BCC 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 BCC, and audit records and bookkeeping procedures in compliance with this contract. A 30-day written notice will be given prior to the audit which will be conducted within 90 days after the end of the contract period. 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 BCC.

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

2.09 Transportation. SBBC will contract with BCC to provide pupil transportation services for eligible exceptional students as defined in Article 2 Section 2.01.

SBBC will pay an amount mutually agreed on per day per child for the transportation services agreed upon within this contract.

BCC will organize, coordinate, administer, supervise and operate pupil transportation services as follows:

1. Pupil transportation services for disabled prekindergarten students shall be provided from:
 - a. The student's official pickup point to BCC.
 - b. Return from BCC to the student's official pickup point or to a location specified and agreed to by the students' parents or guardian.
2. Pupil transportation services shall be provided in compliance with the following provisions:

- a. Vehicles shall be operated by or contracted for by BCC.
 - b. Drivers and attendants and/or any and all personnel who ride on or who shall be in attendance on the bus at the time students are on the bus shall be an employee of BCC or a volunteer at BCC and receive clearance from SBBC through fingerprinting and security checks, or go through the HRS security clearance procedures.
 - c. Individual employees assigned to drive at the time students are on the bus shall be licensed by the Florida State Department of Highway Safety and Motor Vehicles, Drivers License Division to operate a vehicle of this size and type.
 - d. BCC will develop policies and procedures concerning the transportation of students and ensure that appropriate personnel are given an orientation regarding these procedures. Policies and procedures shall not be in conflict with any policy or procedure of SBBC.
3. All vehicles under the terms of this contract shall meet the following standards:
- a. BCC shall meet all insurance requirements of SBBC and the State of Florida and agree to maintain insurance in accordance with the following:
 - 1) Auto Liability Insurance with bodily injury limits of no less than \$1,000,000.00 per occurrence. SBBC shall be named as an additional insured.
 - 2) Worker's Compensation and Employer's Liability Insurance with statutory limits.
 - 3) Hold harmless clause.
 - b. Equipped with seatbelts, infant seats or wheelchair securement devices (where appropriate) which are used at all times to secure students while being transported.
 - c. Maintained to Original Equipment Manufacturers (EOM) standards and comply with the requirements of Chapter 234, F.S., Transportation of School Children.
4. BCC will make its personnel available at a time and in a place stipulated by SBBC for inservice training of school bus drivers and or attendants. This inservice training will not exceed eight hours in any one year exclusive of travel time to and from the training.
5. Special provisions for providing this transportation service shall be those listed below:
- a. Eligible students shall be those students who are enrolled in the educational program contracted for by SBBC of Broward County, FL.
 - b. BCC will provide for FTE survey counts using the same forms and providing the same information as that required of bus drivers serving the Public Schools.
 - c. If BCC purchases a management letter as part of an annual audit the management letter must be received by SBBC one hundred and twenty (120) days following the close of the BCC fiscal year.
 - d. If at any time an employee of BCC is aware of or suspects that child abuse or neglect has occurred, as defined in Chapter 415, F.S., that employee is required to immediately report such known or suspected abuse or neglect to the Department of Health and Rehabilitative Services

- by calling the Central Abuse Registry (1-800-96-ABUSE). Failure of the BCC to immediately report known or suspected child abuse or neglect shall constitute breach of contract and may result in termination.
- e. The operating calendar will be the same as the operating calendar of SBBC for elementary schools during the regular term and for summer school.
 - f. BCC will accommodate the special needs of the students being transported. Special needs are defined as baby seats, lifts, assistance in entering and exiting a vehicle and adequate care and supervision of all students while in the vehicle, and with attendants on the bus where appropriate.
 - g. Special care will be given to assure the time limit spent on the vehicle is not excessive. No student should be required to spend time in excess of one hour on each one way trip. BCC may be required to commission additional vehicles and employ additional drivers and attendants to endure compliance with this provision.
 - h. BCC will modify routes as student demographics change and will notify students and parents of all route changes.
 - i. Termination of transportation services for a student shall be consistent with the requirements for termination from the education program for which SBBC is contracting.
 - j. Vehicles shall be maintained in a safe operating condition as determined by the State of Florida Highway Patrol. SBBC reserves the right to halt all processing of payments due under this contract until deficiencies in the safety of the vehicles are corrected.
 - k. Drivers shall maintain on the vehicle an updated list of all students assigned to the vehicle. This list shall contain as a minimum the name, address, telephone number, emergency telephone number and address, and the special needs of the student.
 - l. BCC shall ensure that all students and their families are notified of all changes in the route.
 - m. Shall complete SBBC FTE transportation survey.
6. As it relates to motor vehicle records, when hiring bus operators for the purpose of transporting students BCC shall require bus operators:
- a. license to be checked at the initial time of employment.
 - b. license checked prior to the first day of fall semester.
 - c. license checked quarterly through out the school year.
7. As it related to drug testing, when employing bus operators for the purpose of transporting students BCC shall require bus operators to:
- a. pre-employment drug test.
 - b. undergo random drug testing.
 - c. drug test as a result of reasonable suspicion.
8. As it relates to training, BCC shall require bus operators to go through a minimum of eight hours of inservice training annually.
9. Schedule transportation services to accommodate SBBC eight approved Early Release Days.

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.

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

2.11 Preschool Program Design BCC will provide an 180 day instructional program (starting on 8/20/07 and ending on 6/05/08) for eligible infants, toddlers and prekindergarten students with disabilities ages birth to five and selected mentally handicapped, medically fragile school age students. Based upon the student's IFSP, the service delivery for disabled infants and toddlers below age three shall include 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 three to five and mentally handicapped, medically fragile students 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 BCC will mutually agree on the methodology, curriculum and assessment used to instruct preschool children with disabilities.

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

BCC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that BCC 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 BCC or its personnel providing any services under the conditions described in the previous sentence. BCC 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 BCC and its personnel. The Parties agree that the failure of BCC 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. BCC 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 BCC'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 BCC's personnel in the performance of this Agreement, the parties' obligations imposed under this Section shall terminate.

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

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

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

2.16 **Classroom.** BCC will provide classroom and therapy furniture, equipment, and instructional and evaluation materials and supplies which are developmentally appropriate for exceptional students.

BCC will provide appropriate classrooms with adequate space to implement developmentally appropriate instruction for daily living skills, social skills, communication skills, fine and gross motor skills and concept development/pre-academic skills. The teachers and students will have access to toilets and running water.

BCC will provide an appropriate environment with furniture, equipment and instructional materials in order to implement evaluations and therapy to infants and toddlers and prekindergarten students with disabilities.

Classrooms must meet Florida Fire Prevention Code Requirement.

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

BCC will ensure that an IFSP (students below age three) or IEP (students ages three to twenty-one) with specific measurable educational goals and objectives have been established for each student with disabilities and implemented within a developmentally appropriate educational curriculum to meet each student's individualized needs.

The IFSP shall be 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, BCC or the parent/guardian and conducted upon notification to all parties.

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

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

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

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

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

2.21 **Class Size** BCC 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. BCC will ensure that pupil/teacher ratios do not exceed 12 to 1 and ensure that pupil/instructional ratios do not exceed 4 to 1 for prekindergarten students with disabilities and 3 to 1 for infants and toddlers. Exceptions to these ratios must be mutually agreed upon by the Executive Director of BCC and SBBC Director of School Readiness Department or designee.

2.22 **Attendance/Quarterly Reports** BCC 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 BCC and SBBC.

2.23 **Health/Safety Standards and Legal Compliance.** BCC will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. BCC 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 representative with the first invoice. Any violations cited in the aforementioned reports shall be abated by BCC within the time limits prescribed by the inspecting agency.

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

BCC 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.

BCC 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** BCC 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.

BCC 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.

BCC 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 BCC as defined by Article 2 Section 2.01.

2.25 **Substitutes.** BCC 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. BCC will negotiate directly with SBBC approved substitute teachers when seeking substitute teachers for employment at BCC.

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

2.26 **Demographics.** BCC will refer all age-eligible children who are enrolled in BCC to the Director of School Readiness Department or designee and provide available demographic, educational, therapeutic and developmental information pertinent to the deemed eligibility of the child.

2.27 **Food Services** BCC will provide income eligible students access to free and reduced breakfast and lunch opportunities and that refrigeration is available for students' lunches brought from home.

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

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

2.30 **Volunteers.** BCC will complete SBBC volunteer Registration Form for every volunteer assisting students and teachers at BCC.

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

2.31 **Certificate of Insurance** BCC 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 **Easy IEP®.** SBBC will provide to BCC 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. BCC will implement the IEP electronic system at all staffings after July 1, 2006. Additionally, BCC will make available a meeting room with Internet access to be used to access Easy IEP during all IEP meetings.

2.33 **Payment.** SBBC will pay BCC \$14,098 for each student annually (\$7,049 per semester) for each student for the 180 day program who is determined eligible as an infant, toddler or prekindergarten student with disabilities and selected mentally handicapped, medically fragile students according to State Board of Education Rules and who is enrolled in membership and in attendance at BCCs 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 for a maximum of 25 hours per student. BCC will receive the pro rata rate of the student allocation for each student meeting and receiving ESY instruction.

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 \$2,244,668.

For transportation BCC will, prior to the fifteenth of each month, send an invoice to SBBC indicating by student the number of days that FTE eligible students were enrolled for the previous month. SBBC will pay the amount per day agreed upon and named in this contract within thirty days of receipt of the invoice. Invoices will be mailed to: The Department of Pupil Transportation, 3895 NW Tenth Avenue, Ft. Lauderdale, FL 33309.

2.34 Indemnification. 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.

BCC 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 BCC, its agents, servants or employees; the equipment of BCC, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of BCC or the negligence of BCC agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC property, and injury or death of any person whether employed by BCC, SBBC or otherwise.

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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 Broward Children's Center: Marge Stephen-Evans, Executive Director
200 Southeast 19th Avenue
Pompano Beach, Florida 33060

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.

The remainder of this page is intentionally left blank.

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, Superintendent of Schools (Interim)

Approved as to Form:



School Board Attorney

2007-2008

FOR BCC

(Corporate Seal)

BROWARD CHILDREN'S CENTER, INC.

ATTEST:

By Jacqueline Magavero
Signature

Printed Name: Jacqueline Magavero

Title: Operations Officer

_____, Secretary

-or-

Nabeekman
Witness

[Signature]
Witness

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

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21st day of May, 2007 by Jacqueline Magavero of
Name of Person

Broward Children's Center, Inc. on behalf of the corporation. He/She is personally known to me or produced _____ as identification and did not first take an oath. Type of Identification

My Commission Expires:



(SEAL)

Margaret E. Brummerloh
Signature - Notary Public

MARGARET E. BRUMMERLOH
Printed Name of Notary

DD 664675
Notary's Commission No.



Broward Children's Center
An incorporated nonprofit

EXHIBIT A

200 S.E. 19th Avenue
Pompano Beach, FL 33060
Tel: 954 943 7638
Fax: 954 943 5950
www.bcckids.org

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