

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

ARC BROWARD, INCORPORATED
(hereinafter referred to as "ARC")
whose principal place of business is
10250 Northwest 53rd Street, Sunrise, Florida 33351

WHEREAS, SBBC recognizes the advantages 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, ARC has the capability of providing special education to infants and toddlers and prekindergarten children with disabilities;

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 and prekindergarten students with disabilities including preschool students with autism are determined eligible to attend ARC in accordance with meeting the State Board of Education Rules.

2.02 **Teacher Certification.** ARC will provide teachers certified according to State Statutes and Board of Education rules regarding the following: 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.

ARC 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 a principal to be responsible for reporting the instructional FTE and maintaining necessary audit documentation. The principal will pay ARC on a monthly basis and be responsible for maintaining an accurate audit file for funds paid to ARC from the generated FTE.

ARC will provide administrative supervision of the instructional program, 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.

ARC 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 ARC. ARC 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 SBBC will provide technical assistance to ARC in interpreting and implementing State Board of Education Rules and School Board policies related to eligibility and placement of students with disabilities.

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

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

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

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

ARC 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.

ARC 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 ARC.

ARC 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 reevaluation 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 SBBC will organize, coordinate and conduct pre-eligibility developmental and cognitive assessments on students in the community and those enrolled in ARC who may be eligible for an exceptional education program as specified in Article 2 Section 2.01 at ARC.

ARC will organize, coordinate or have available pre-eligibility screening data (demographic, educational assessments, therapeutic and developmental information) and conduct or have available assessments needed to determine eligibility on infants and toddlers with disabilities enrolled at ARC.

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 ARC, 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 ARC.

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

2.09 Transportation SBBC will provide transportation for eligible prekindergarten exceptional students ages three to five as defined in Article 2. Section 2.01.

SBBC will schedule transportation services to accommodate SBBC eight approved Early Release Days and the Extended School Year (ESY) schedule of ARC students receiving ESY services.

In the event a specific student's IEP requires that student to be provided an aide to assist in the student's transportation to and from ARC, SBBC shall pay ARC the rate of \$25.00 per hour for the services of the ARC aide.

ARC 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.

ARC 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 Transportation, 3895 NW Tenth Avenue, Ft. Lauderdale, FL 33309.

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.

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or 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.

2.12 **Preschool Program Design** ARC will provide a 180-day instructional program (starting on 8/20/07 and ending 6/05/08) for eligible infants, toddlers and prekindergarten students with disabilities ages' birth to five. 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 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 ARC will mutually agree on the methodology, curriculum and assessment used to instruct preschool children with disabilities.

2.13 **Security Clearance** All staff working with students in contracted, temporary or permanent positions including teachers, teacher aides/assistant, 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.

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

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

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

ARC will disseminate information and notify parents/guardians of students in the ARC of the availability of training opportunities and parent support groups. In addition, a Parent Advisory/School Improvement Committee will be implemented.

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

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

ARC will ensure that an IFSP (students below age three) or IEP (students ages three to five) with specific measurable educational objectives has been established for each student which shall be 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 IEP may be initiated by SBBC, ARC or the parent/guardian and conducted upon notification to all parties.

ARC will ensure that the parents of students eligible for ARC 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** ARC 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.

SBBC will provide ARC with a current copy of SBBC Special Programs and Procedures document.

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

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

2.21 **Class Size.** ARC 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. ARC 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 and 3 to 1 for infants and toddlers. Exceptions to these ratios must be mutually agreed upon by the President/CEO of ARC and SBBC Director of School Readiness Department or designee.

2.22 **Attendance/Quarterly Reports.** ARC 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 educational 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 ARC and SBBC.

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

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

ARC 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.

ARC 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 ARC will provide certified and/or licensed occupational therapists or certified occupational therapy assistant (COTA), physical therapists or registered physical therapy assistant (RPT) and speech-language pathologists as needed to implement FSPs or IEPs, with no out-of-field waivers permitted. The supervising occupational or physical therapists must perform all evaluations including the BDI-II for exiting preschoolers and attend all eligibility placement and IFSP or IEP meetings.

ARC will send therapists or assistants to a minimum of one scheduled team meeting annually for any or all of the following: 1) training in policies and procedures 2) in-service 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.

ARC will ensure that new teachers, therapists and assistants participate in an orientation and training session prior to attending staffings.

ARC 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 ARC as defined by Article 2 Section 2.01.

2.25 Substitutes ARC will provide a substitute teacher according to SBBC policy for each classroom teacher who is not in their designated classroom for one or more days.

2.26 Demographics ARC will refer all age-eligible children who are enrolled in ARC 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 Staffings ARC will organize, coordinate and conduct initial eligibility, IFSP or IEP and placement staffings on students who may be eligible as defined in Article 2. Section 2.01 to be enrolled in ARC.

2.28 Attendance ARC will send an attendance register to SBBC indicating by student 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.

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

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

2.30 Early Release ARC 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.

2.31 **Publicity.** ARC will identify SBBC 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 program.

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

2.33 **Volunteers.** ARC will complete SBBC Volunteer Registration Form for every volunteer assisting students and teachers at ARC.

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

2.34 **Certificate of Insurance.** ARC 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.

2.35 **Extended School Year (ESY)** ARC 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. ARC will receive the pro rata rate of the student allocation for each student meeting and receiving ESY instruction.

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

2.37 **Payment.** SBBC will pay ARC \$22,148 for each student annually (\$11,074.00 per semester) for each student for the 180 day program who is determined eligible as an infant, toddler, or prekindergarten student who is autistic according to State Board of Education rules. Additionally, \$18,218 for each student annually (\$9,109 per semester) for the 180 day program for each of the other infant, toddler or prekindergarten students determined eligible as students with disabilities according to State Board of Education rules and who is enrolled in and attending ARC 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 the therapy services for a maximum of 25 hours per student.

Infants and toddlers with disabilities are defined for the purposes of this contract as students below age three who are eligible for special programs for Prekindergarten Exceptional Students according to State Board of Education rules. These students will be considered eligible prekindergarten students with disabilities as of their third birthday. Prekindergarten students with disabilities must be three years of age or older, and not be eligible for kindergarten.

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 \$1,311,696.

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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 ARC Broward, Incorporated:

Dennis Hass, President/CEO
10250 NW 53 Street
Sunrise, Florida 33351

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)

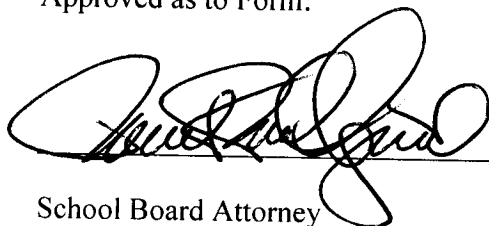
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Beverly A. Gallagher, School Board Chair

James F. Notter, Interim Superintendent of Schools

Approved as to Form:



School Board Attorney

FOR ARC

(Corporate Seal)

ATTEST:

ARC BROWARD, INCORPORATED

By [Signature]
Signature

Printed Name: DENNIS HAAS

Title: PRESIDENT / CEO

_____, Secretary

-or-
[Signature] Eric Lachs
Witness

[Signature] DAWN ROBINSON
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

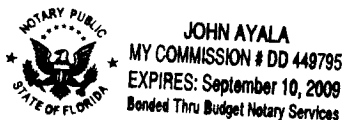
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of MAY, 2007 by DENNIS HAAS of _____
Name of Person

ARC Broward, Incorporated 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:



(SEAL)

[Signature]
Signature - Notary Public

JOHN AYALA
Printed Name of Notary

Notary's Commission No.



EXHIBIT A

ARC Broward

Achievement and Rehabilitation Centers, Inc.
Enriching the Lives of People with disABILITIES

CELEBRATING
50 Years
of Service

NON-OPERATIONAL DAYS FOR YEAR 2006 - 2007

ADMINISTRATIVE SUPPORT TEAM
(including HR, Fiscal, Marketing, Payroll and Executive Office staff)

PROGRAM SUPPORT TEAM

HUMAN SERVICES TRAINING SOLUTIONS

HEALTH SERVICES SUPPORT TEAM (except BARC)

SOCIAL SERVICES SUPPORT TEAM

PARENTS AS TEACHERS (PAT) PROGRAM

YOUTH LINKS PROGRAM

RESPITE PROGRAM

COMMUNITY BASED BEHAVIOR PROGRAM

COMMUNITY MENTAL HEALTH CENTER

SKILLS CENTER AND HABILITATION DIVISION MANAGERS

ELECTRONICS RECYCLING TEAM

Nationally Accredited by

carf

Children's Services

Preschool
Respite Care
Early Intervention
In-Home Services
Transition Support
After-School Program
Parent Training 'PAT'
Summer 'Kamp Krayola'

Community Living

Group Living
Independent Living
In-Home Supports

Adult Habilitation

Seniors Day
Center-Based Day
Community-Based Day
Individualized Supports

CALENDAR 2006-2007

Outpatient Health Care

Behavioral Analysis
Physical Therapy
Occupational Therapy
Speech / Language Therapy
Mental Health Counseling

2006

July	4
September	4
November	23 & 24
December	25

Workforce Development

Job Placement / Support
Employment Skills Training
Culinary Arts Training

2007

January	1
May	28

Mission Based Enterprises

Employment Agency
Electronics Recycling Services
Fulfillment / Assembly Services
Human Services Training Solutions

Drafted June 2006