

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date <div style="border: 1px solid black; padding: 2px; text-align: center;">6/19/07</div>	<table style="width: 100%; border: none;"><tr><td style="width: 50%; border: 1px solid black; padding: 5px; text-align: center;">Open Agenda ___ Yes <u> X </u> No</td><td style="width: 50%; border: 1px solid black; padding: 5px; text-align: center;">Time Certain Request ___ Yes <u> X </u> No</td></tr></table>	Open Agenda ___ Yes <u> X </u> No	Time Certain Request ___ Yes <u> X </u> No	Agenda Item Number <div style="border: 1px solid black; padding: 2px; text-align: center;">F- 6</div>
Open Agenda ___ Yes <u> X </u> No	Time Certain Request ___ Yes <u> X </u> No			

TITLE:	Continuation of Cooperative Agreements and Calendars with Preschool Providers for Exceptional Students
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REQUESTED ACTION:	Approve the continuation of the Cooperative Agreements and Calendars between the School Board of Broward County and preschool providers for exceptional students.
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SUMMARY EXPLANATION AND BACKGROUND:	<p>Broward County Public Schools is required under federal legislation to educate all identified preschool children with disabilities. The School Board has entered into agreements with Ann Storck Center, Inc., ARC Broward, Inc., Baudhuin Preschool of Nova Southeastern University, Inc., Broward Children's Center, Inc., and United Cerebral Palsy for more than nineteen years. These community sites have the commitment and the expertise needed to educate eligible preschool exceptional students as defined by State Board of Education Rules. The students may be educable, trainable, or profoundly mentally handicapped, emotionally handicapped, autistic, physically impaired, other health impaired, speech language, sensory impaired or developmentally delayed. The continuation contracts reflect a funding structure based on per student allocation. Transportation will continue as a required support service for preschoolers served in these contracts.</p> <p>These agreements are approved as to form by the School Board Attorney.</p>
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MAJOR SYSTEM GOALS:	<p><u> X </u> •Goal One: All students will achieve at their highest potential.</p> <p>___ •Goal Two: All schools will have equitable resources.</p> <p>___ •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.</p> <p>___ •Goal Four: All stakeholders work together to build a better school system.</p>
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FINANCIAL IMPACT:	<p>The financial impact is \$9,099,978. This includes the State of Florida Education Finance System Program (FEFP) funding of \$7,839,985, and the IDEA federal grant funding of \$1,259,993.</p> <p>There is no additional financial impact to the district unless enrollment increases.</p>
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EXHIBITS: (List)	Contracts and Calendars: Ann Storck Center, Inc., ARC Broward, Inc., The Baudhuin Preschool of Nova Southeastern University, Inc., Broward Children's Center, Inc., and United Cerebral Palsy, Inc.
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BOARD ACTION: <div style="text-align: center; font-size: 1.5em; font-weight: bold; margin-top: 20px;">APPROVED</div> <p style="font-size: 0.8em; margin-top: 10px;">(For Official School Board Records Office Only)</p>	SOURCE OF ADDITIONAL INFORMATION: <table style="width: 100%; border: none;"><tr><td style="width: 60%;">Nancy Lieberman</td><td style="width: 40%; text-align: right;">754-321-1951</td></tr><tr><td style="border-top: 1px solid black;">Name</td><td style="border-top: 1px solid black; text-align: right;">Phone</td></tr></table>	Nancy Lieberman	754-321-1951	Name	Phone
Nancy Lieberman	754-321-1951				
Name	Phone				

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
DR. EARLEAN C. SMILEY, DEPUTY SUPERINTENDENT
CURRICULUM & INSTRUCTION/STUDENT SUPPORT

Approved in Open Board Meeting on: JUN 19 2007

By: Beverly A. Hall School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into as of this 31st day of June, 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

ANN STORCK CENTER, INC.

(hereinafter referred to as "ASC")
whose principal place of business is
1790 Southwest 43rd Way, Ft. Lauderdale, Florida 33317

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, ASC has the capability of providing special education to infants and toddlers and prekindergarten students with disabilities, 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.** Infants, toddlers and prekindergarten students with disabilities are determined eligible to attend ASC in accordance with meeting the State Board of Education Rules.

2.02 **Teacher Certification** ASC 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.

ASC 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 assigned principal will pay ASC on a monthly basis for eligible exceptional students and be responsible for maintaining an accurate audit file for funds paid to ASC from the generated FTE.

ASC 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.

ASC 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 ASC. ASC 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 ASC 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 team meetings.

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

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

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

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

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.

ASC 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 disabilities.

ASC 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 ASC.

ASC 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 ASC who may be eligible for an exceptional education program as specified in Article 2 Section 2.01 at ASC.

ASC 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 ASC.

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 ASC, 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 ASC.

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

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

SBBC will schedule transportation services for eligible exceptional students to accommodate SBBC'S eight approved Early Release Days.

ASC 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.

ASC will send an attendance register to SBBC indicating by 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.

ASC will provide an individual identified by ASC 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.

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

2.11 Preschool Program Design ASC will provide an 180-day instructional program (starting on 8/20/07 and ending on 6/5/08) 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 ASC will mutually agree on the methodology, curriculum and assessment used to instruct preschool children with disabilities.

2.12 Extended School Year (ESY). ASC 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's ESY criteria. ASC will receive the pro rata rate of the student allocation for each student meeting and receiving ESY instruction.

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.

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

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

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

ASC will disseminate information and notify parents/guardians of students at ASC of the availability of training opportunities and parent support groups. In addition, 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.** ASC will provide classroom and therapy furniture, equipment, and instructional and evaluation materials and supplies which are developmentally appropriate for students below age five with disabilities.

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

ASC will ensure that an IFSP (students below age three) or IEP (students ages three to five) 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, ASC or the parent/guardian and conducted upon notification to all parties.

ASC will ensure that the parents of students eligible for ASC 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 ASC with a current copy of SBBC's Special Programs and Procedures document.

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

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

2.21 **Class Size** ASC 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. ASC 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 ASC and SBBC'S Director of School Readiness Department or designee.

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

2.23 Health/Safety Standards and Legal Compliance ASC will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. ASC 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 ASC within the time limits prescribed by the inspecting agency.

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

ASC 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.

ASC 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 ASC 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.

ASC 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.

ASC 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 ASC as defined by Article 2 Section 2.01.

2.25 Substitutes. ASC 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. ASC will negotiate directly with SBBC's approved substitute teachers when seeking substitute teachers for employment at ASC.

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

2.26 Demographics. ASC will refer all age-eligible children who are enrolled in ASC 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 ASC will provide income eligible students access to free and reduced breakfast and lunch opportunities and refrigeration for students' lunches brought from home.

2.28 **Early Release** ASC 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.** ASC 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 program.

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

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

2.31 **Certificate of Insurance** ASC 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 ASC 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. ASC will implement the Easy IEP® electronic system at all staffings after July 1, 2006. Additionally, ASC 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 ASC \$12,970 for each student annually (\$6,485.00 per semester) for each student for the 180 day program who is determined eligible as a infant, toddler or prekindergarten student with disabilities according to State Board of Education Rules and who is enrolled in membership and in attendance at ASC's special education program during each of the 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 the 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. ASC 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 \$1,050,570.

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.

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

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
School Readiness Department
600 Southeast Third Avenue, Sixth Floor
Fort Lauderdale, Florida 33301

To Ann Storck Center, Inc.: James McGuire, Executive Director
1790 SW 43 Way
Fort Lauderdale, Florida 33317

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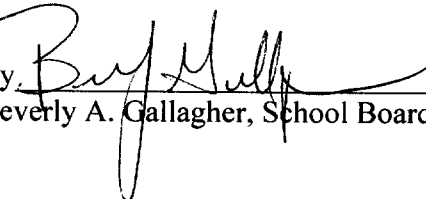
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

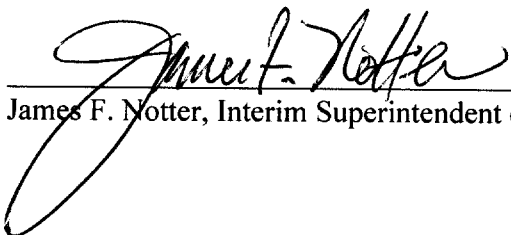
FOR SBBC

(Corporate Seal)

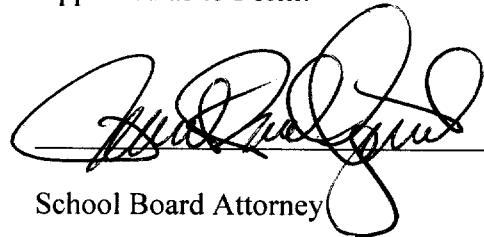
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By 
Beverly A. Gallagher, School Board Chair


James F. Notter, Interim Superintendent of Schools

Approved as to Form:


School Board Attorney

FOR ASC

(Corporate Seal)

ATTEST:

ANN STORCK CENTER, INC.

By [Signature]
Signature

Printed Name: James J. McGuire

Title: Executive Director

_____, Secretary

-or-

[Signature]
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 31st day of May, 2007 by James J. McGuire of _____
Name of Person

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

My Commission Expires:

[Signature]
Signature – Notary Public

Diana J. Morgan
Printed Name of Notary

DD 659752
Notary's Commission No.

(SEAL)



DIANA J. MORGAN
Commission DD 659752
Expires April 23, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

**ANN STORCK CENTER - PRESCHOOL CALENDAR
2007-2008 SCHOOL YEAR**

Dedicated to enriching the
lives of children and adults
with developmental disabilities.

James J. McGuire
Executive Director

Officers

Marvin Gutter
President

Virginia Benenati Steinweg
Vice President

Neal Janov
Secretary

Grafton Carlson
Treasurer

Board of Directors

Jael Aldunate
Jon Bandes
Curtis Bradley
William Kelley
Peyton Moore
Max Osceola
Rosalind Perlmutter
H. Marie Richardson
Ira Schimmel
Doris Sipos
Howard Usher

Honorary Board

Michelle Bernardo
Mattie Kraus
Dr. Bruce Miller
Philip Morgaman
Art Rosen
Debbie Simon
Dr. Maureen Smith
Arie Taykan
Lorraine Thomas

1790 SW 43rd Way
Fort Lauderdale, Florida
33317

Telephone: (954) 584-8000

Fax: (954) 321-8863

Website:

www.annstorckcenter.org

August	September	October	November	December	January
14, 15, 16,17 Teacher Planning Day No Child Care 20 First Day of School	3 Labor Day School Closed 13 Rosh Hashanah Child Care Provided 27 Early Release Day A/C Provided	25 Early Release Day A/C Provided 26 Teacher Planning Day Child Care Provided	12 Veteran's Day Child Care Provided 14 Report Cards 22 - 23 Thanksgiving Break School Closed	Dec 24 to Jan 4 Winter Break 26,27,28,3 1 Child Care Provided	1 st New Year's Day School Closed 2.3.4 Child Care Provided 17 Early Release Day A/C Provided 18 Teacher Planning Day Child Care Provided 21 M.L. K Day School Closed 22 Teacher Planning Day Child Care Provided
February	March	April	May	June	
8 Report Cards 18 President's Day School Closed	27 Early Release Day A/C Provided 28 Teacher Planning Day Child Care Provided 31 through April 4 Spring Break Child Care Provided	17 Report Card 24 Early Release Day A/C Provided	23 Teacher Planning Day Child Care Provided 26 Memorial Day School Closed	5 Early Release Day/Last Day of School Report Cards A/C Provided 6 Graduation Day School Closed	

***CHILDREN WILL BE DISMISSED AT 12:30 PM ON EARLY RELEASE DAYS**

All programs and services of the Ann Storck Center, Inc. have been accredited by CARF...The Rehabilitation Accreditation Commission and recognized for their exceptional quality of services.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of June, 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.

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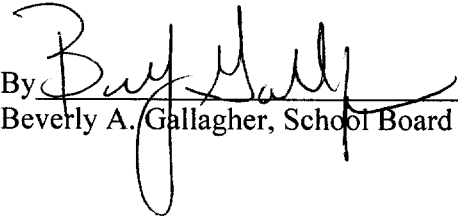
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

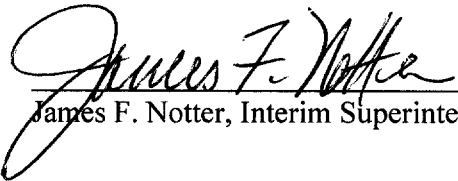
FOR SBBC

(Corporate Seal)

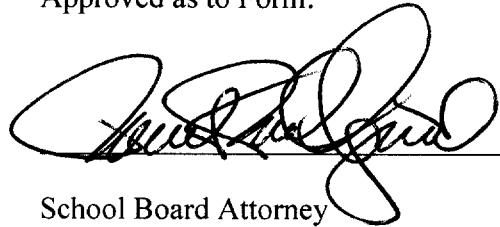
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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:



JOHN AYALA
MY COMMISSION # DD 448795
EXPIRES: September 10, 2009
Bonded Thru Budget Notary Services

(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

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

Outpatient Health Care

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

Workforce Development

Job Placement / Support
Employment Skills Training
Culinary Arts Training

Mission Based Enterprises

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

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

CALENDAR 2006-2007

2006

July 4
September 4
November 23 & 24
December 25

2007

January 1
May 28

Drafted June 2006

AGREEMENT

THIS AGREEMENT is made and entered into as of this 30th day of June ~~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 Easy 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 NSUs 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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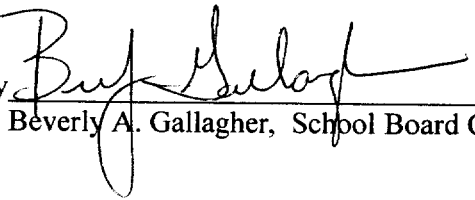
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

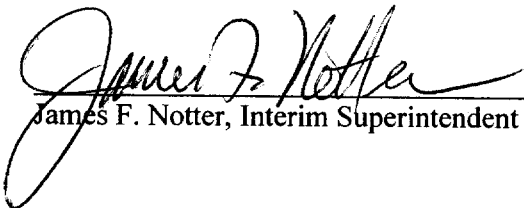
FOR SBBC

(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
Asst. 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
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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

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of June, 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.

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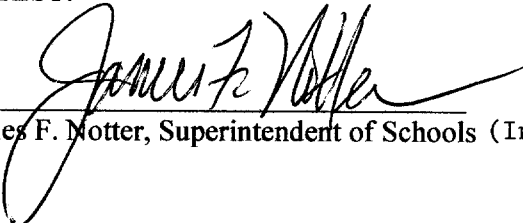
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

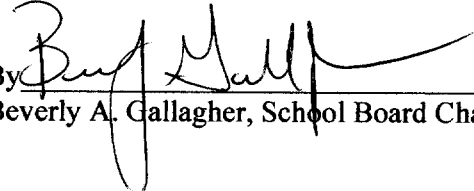
FOR SBBC

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


James F. Motter, Superintendent of Schools (Interim)

By 
Beverly A. Gallagher, School Board Chair

Approved as to Form:


School Board Attorney

2007-2008

FOR BCC

(Corporate Seal)

BROWARD CHILDREN'S CENTER, INC.

ATTEST:

_____, Secretary

-or-

Wahab Khan
Witness
[Signature]
Witness

By [Signature]
Signature

Printed Name: Jacqueline Magavero

Title: Operations Officer

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/did not first take an oath. Type of Identification

My Commission Expires:



(SEAL)

[Signature]
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.beckids.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

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of June, 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

UNITED CEREBRAL PALSY OF BROWARD COUNTY, INC.

(hereinafter referred to as "UCP")

whose principal place of business is

3117 Southwest 13th Court, Fort Lauderdale, Florida 33312

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, UCP has the capability of providing special education to infants and toddlers and prekindergarten students 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 are determined eligible to attend UCP in accordance with meeting the State Board of Education Rules.

2.02 **Teacher Certification** UCP 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.

UCP will complete and submit Preclearance and Intent to Hire forms to UCP Certification Department when filling a teacher vacancy and wait for approval from the Certification Department before hiring a new teacher.

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 UCP on a monthly basis for eligible exceptional students and be responsible for maintaining an accurate audit file for funds paid to UCP from the generated FTE.

UCP 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.

UCP 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 UCP. UCP 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 UCP 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 UCP instructional staff at various days and times throughout the year.

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

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

UCP will comply with UCP 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.

UCP 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 UCP.

UCP 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 UCP will organize, coordinate and conduct pre-eligibility screenings and developmental assessments on Part C students who are enrolled in UCP 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 UCP, 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 UCP.

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

2.09 Transportation. SBBC will contract with UCP 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.

UCP 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 UCP.
 - b. Return from UCP 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 UCP.
 - 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 UCP or a volunteer at UCP 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. UCP 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. UCP 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. UCP 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. UCP 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 UCP 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 UCP fiscal year.
 - d. If at any time an employee of UCP 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 UCP 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. UCP 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. UCP may be required to commission additional vehicles and employ additional drivers and attendants to endure compliance with this provision.
- h. UCP 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. UCP shall ensure that all students and their families are notified of all changes in the route.
- m. Shall complete UCP FTE transportation survey.
- 6. As it relates to motor vehicle records, when hiring bus operators for the purpose of transporting students UCP 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 UCP 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, UCP shall require bus operators to go through a minimum of eight hours of inservice training annually.
- 9. Schedule transportation services to accommodate UCP 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.

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

2.11 Preschool Program Design UCP 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. 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 UCP will mutually agree on the methodology, curriculum and assessment used to instruct preschool children with disabilities.

2.12 **Extended School Year (ESY).** UCP 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 UCP 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 UCP security clearance process.

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

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

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

UCP will disseminate information and notify parents/guardians of students at UCP of the availability of training opportunities and parent support groups within UCP as well as within the community. Additionally, UCP 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.** UCP will provide classroom and therapy furniture, equipment, and instructional and evaluation materials and supplies which are developmentally appropriate for students below age five with disabilities.

UCP 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.

UCP 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 Requirements.

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

UCP will ensure that an IFSP (students below age three) or IEP (students ages three to five) 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, UCP or the parent/guardian and conducted upon notification to all parties.

UCP will ensure that the parents of students eligible for UCP 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 UCP with a current copy of UCP Special Programs and Procedures document.

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

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

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

2.21 Class Size UCP 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. UCP 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 UCP and SBBC Director of School Readiness Department or designee.

2.22 Attendance/Quarterly Reports UCP 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 UCP and SBBC.

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

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

UCP 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.

UCP 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 UCP 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.

UCP 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.

UCP 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 UCP as defined by Article 2 Section 2.01.

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

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

2.26 Demographics. UCP will refer all age-eligible children who are enrolled in UCP 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 SBBC will make available to UCP the district's food services program for students to purchase or to participate in the free and reduced breakfast and lunch program when eligible.

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

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

2.29 **Publicity.** UCP will identify UCP 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.

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

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

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

2.33 **Payment.** SBBC will pay UCP \$14,327 for each student annually (\$7,163.50 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 UCP'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 for a maximum of 25 hours per student. UCP 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 \$544,426.

For transportation UCP 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.

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

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 United Cerebral Palsy: Ella Schutt, Executive Director
3117 SW 13th Court
Fort Lauderdale, Florida 33312

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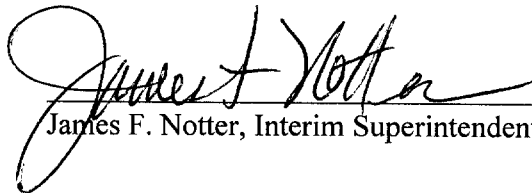
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

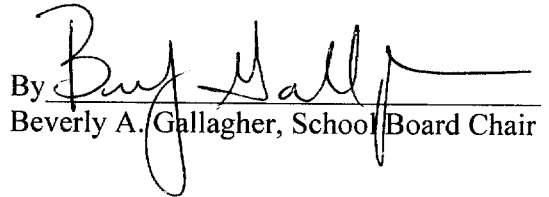
FOR SBBC

(Corporate Seal)

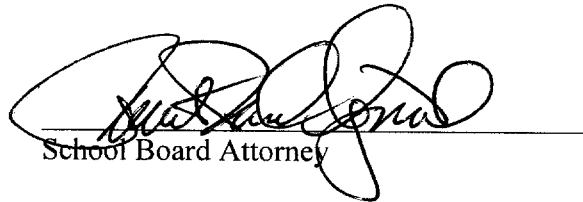
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


James F. Notter, Interim Superintendent of Schools

By 
Beverly A. Gallagher, School Board Chair

Approved as to Form:


School Board Attorney

2007-2008

FOR UCP

(Corporate Seal)

UNITED CEREBRAL PALSY OF
BROWARD COUNTY, INC.

ATTEST:

By Ella R. Schutt
Signature

Printed Name: Ella R. Schutt

Title: Executive Director

_____, Secretary

-or-

Ruth Martinez
Witness
Louie Jeronides
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 4 day of
May, 2007 by Ella R. Schutt of
Name of Person

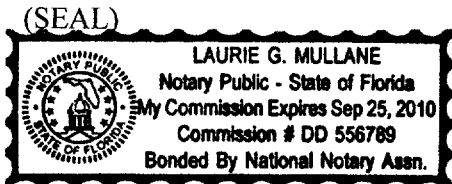
United Cerebral Palsy of Broward County, Inc. on behalf of the corporation. He/She is
personally known to me or produced as identification
and did/did not first take an oath. Type of Identification

My Commission Expires: 9/25/10

Laurie G. Mullane
Signature - Notary Public

Laurie G. Mullane
Printed Name of Notary

DO556789
Notary's Commission No.





United Cerebral Palsy of Broward County, Inc. **EXHIBIT A**

3117 SW 13th Court • Ft. Lauderdale, Florida 33312-2714 • Phone: (954) 584-7178 • Fax: (954) 584-3151
www.ucpsouthflorida.org

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Vice Chairperson / Secretary

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Peter D. Slavis

Ruth Spivak

Anne Steinhart

Dwight Stephenson

Early Beginnings Academy West Early Beginnings Preschool 2007-2008 Calendar

Joseph A. Aniello, Ed.D.
President & CEO

Ella R. Schutt
Executive Director

First and Second Quarter (First Semester)

August 14-17	Employee Planning/Inservice Day (4)	Tues.-Friday
August 20	First Day of School	Monday
September 3	Labor Day Holiday (1)	Monday
September 27	Early Release	Thursday
October 25	Early Release	Thursday
October 26	Employee Planning/Inservice Day (5)	Friday
November 12	Employee Planning/Inservice Day (6)	Monday
November 22	Thanksgiving Holiday (2)	Thursday
November 23	Holiday (3)	Friday
December 24-Jan 4	Preschool Staff Vacation (8 vacation and Holiday 4 & 5)	Tue.-Friday
January 17	Early Release	Thursday
January 18	Employee Planning/Inservice Day (7)	Friday

Third and Fourth quarter (Second Semester)

January 21	Martin Luther King Holiday (6)	Monday
January 22	Employee Planning/Inservice Day (8)	Tuesday
February 18	Employee Planning/Inservice Day (9)	Monday
March 21	Employee Planning/Inservice Day (10)	Friday
March 27	Early Release Day	Thursday
March 28	Employee Planning/Inservice Day (11)	Friday
March 31-Apr. 4	Spring Break/Preschool Vacation	Mon.-Fri.
April 24	Early Release Day	Thursday
May 23	Employee Planning/Inservice Day (12)	Friday
May 26	Memorial Day Holiday (7)	Monday
June 5	Early Release Day/Last Day of School	Thursday
June 6	Employee Planning/Inservice Day (13))	Friday
July 4	Independence Day Holiday (8)	Friday

* School is Closed on all Holidays and no students are in attendance on Teacher Planning/Inservice Days

May 4, 2007

c:\calendar\2007-2008 Preschool Cal.