

A G R E E M E N T

THIS AGREEMENT is made and entered into as of this ____ day of ____, 2008, 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 CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY

(hereinafter referred to as "Council"),

whose principal place of business is
6301 Northwest Fifth Way – Suite 3000,
Fort Lauderdale, Florida 33309

WHEREAS, the SBBC applied for funding through the 21st Century Community Learning Center (21st CCLC) grant program to enhance the afterschool academic enrichment and remediation activities offered at Stranahan High School, Dillard High School, Hallandale High School and Coconut Creek High School; and

WHEREAS, the SBBC was awarded three 21st CCLC Grants through the Department of Education totaling \$583,200 per year for three years; and

WHEREAS, the Council has committed to partner with the SBBC to deliver the 21st CCLC services at the four High Schools, and to provide up to an additional \$175,510 to aide in the delivery of the 21st CCLC programs; and

WHEREAS, the parties agree to perform the outcomes as indicated in the approved program applications; and

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

Neither party will be expected to perform in accordance with the provisions of this Agreement if such provisions are in violation of State and Federal Statutes or Regulations.

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 **Term of Agreement:** The term of this Agreement shall be from August 1, 2008 to July 31, 2009 pending continuation of grant funds.

2.02 **Provision of 21st CCLC Services:** The Council agrees to deliver all 21st CCLC services specified in the approved program applications, these services will:

1. Target 9th – 12th grade students that qualify for the free and reduced lunch within the four school's attendance boundaries (i.e. at-risk children);
2. Be provided to at least 80% of the number of required attendees specified in the approved program applications (after school: 175 students at Coconut Creek and Hallandale; 350 students at Dillard; and 200 students at Stranahan; and summer 2009: 175 students at Coconut Creek and Hallandale; 300 students at Dillard; and 250 students at Stranahan);
3. Be delivered after school, September 2, 2008 – April 30, 2009 at Coconut Creek, Stranahan and Dillard High Schools (109 days after school), and September 2, 2008 – May 1, 2009 at Hallandale High School (131 days after school); and Summer of 2009, June 8, 2009 – July 17, 2009 at Coconut Creek, Hallandale and Dillard High Schools (24 days); and June 15, 2009 – July 24, 2009 at Stranahan High School (24 days);
4. Offered three hours a day after school Monday – Thursday at Coconut Creek, Stranahan and Dillard High Schools (closed on all official SBBC holidays, early release days and the two weeks scheduled for the FCAT); offered two and a half hours a day after school Monday – Thursday at Hallandale, and two hours a day after school on Friday at Hallandale (closed on all official SBBC holidays, early release days and the two weeks scheduled for the FCAT); offered four hours a day during the Summer, Monday – Thursday at Coconut Creek, Stranahan and Hallandale High Schools; offered five hours a day during the summer at Dillard High School; and
5. Meet all grant requirements specified in the approved program application.

2.03 **Staffing:** The Council will be responsible for paying the actual number of hours for each position at the hourly rate specified in the approved program application for the following staff:

1. A Site Coordinator at each school that is an instructional or administrative staff member at the school will be selected by the principal from a list of three candidates provided to the principal by the Council on or before August 15, 2008;
2. An Assistant Site Coordinator at each school selected by the provider;
3. 22 Certified Teachers after school (number varies by school), and 23 Certified Teachers for the Summer program (number varies by school);

4. 11 Teacher Assistants/Paraprofessionals after school (number varies by school), and 9 Teacher Assistants/Paraprofessionals for the Summer program (number varies by school);
5. A Security Specialist at each school;
6. A Guidance Counselor at Coconut Creek, Dillard and Stranahan High Schools;
7. A Student Mentoring Coordinator working directly for the Council's provider at all schools;
8. A Quality Assurance Monitor working directly for the Council at all schools.

2.04 **Daily Attendance:** The Council will maintain daily program attendance. On a monthly basis this information will be given to the principal and 21st CCLC District Coordinator. The schools are responsible for entering the quarterly attendance data into TERMS.

2.05 **Quarterly Stop & Check Meetings:** Council Staff, the Council's service provider, each principal, the Student Mentoring Coordinator, the Quality Assurance Monitor and the 21st CCLC District Coordinator will meet quarterly to discuss program implementation. This discussion will focus on how well the after-school and summer instruction ties to the curriculum strands identified as areas of weakness for participating students.

2.06 **Workspace:** The Council will not be charged any fees or surcharges for the use of space at the schools. The SBBC will make classroom, recreation, and cafeteria space available to the Council at each site to deliver the approved program services. The SBBC will grant the Council daily access to the computer labs and the Media Center at each of the participating schools if needed to deliver the services specified in the approved program applications.

2.07 **Confidentiality:** All data and personally identifiable student information and reports provided to the Council by the SBBC to faithfully implement the approved program are subject to the following:

1. Federal restrictions including Title 20 USC Section 1232g ("FERPA");
2. Florida statutory restrictions including Section 1002.22, Florida Statutes;
3. All applicable adopted policies and procedures of SBBC;
4. All applicable adopted policies and procedures of Council; and
5. The approved data sharing agreement between the Council and SBBC.

2.08 **Consultants:** The Council will provide a value added cultural arts component as specified in the approved program applications that utilize local artists. The fees for the artists will be paid for directly by the Council funds and not by 21st CCLC funds. The Administrators at each site must approve of the artists, and the Council encourages school administrators to recommend artists. The Council will hire a monitoring consultant to ensure program compliance

when the Quality Assurance Monitor is on maternity leave. The council may use up to \$3,000 (\$750 allocated per school) in 21st CCLC funds to compensate the consultant whose daily rate will not exceed the SBBC maximum rate of \$500 per day.

2.09 **Contracted Evaluation Services:** The District will utilize 21st CCLC funds to hire an outside evaluator to provide the evaluation services specified in the approved program application. Prior to evaluating the four 21st CCLC programs, the District Coordinator, evaluator, representatives from the Council, and the Council's service provider will meet to review the evaluation schedule for the four schools. The Council will provide all requested documentation, and allow the evaluator to conduct site visits, and interview program staff as needed. The Council will provide all requested documentation within ten days of the evaluator's request.

2.10 **Budget Reports:** The Council will submit all fiscal reports to the SBBC as supporting documentation of expenditures in accordance with grant requirements.

2.11 **Field Trips:** The Council will abide by all SBBC, and 21st CCLC policies and procedures governing field trips. Field trip transportation will be arranged by the Council, and 21st CCLC funds given to the Council may be used to pay for this transportation.

2.12 **Transportation Home:** The SBBC will use available 21st CCLC funds to provide transportation home to students participating in the program on a daily basis. The SBBC will use 21st CCLC funds to provide busing to and from the schools during the summer program, and will use 21st CCLC funds to pay the bussing for up to five field trips at each school.

2.13 **Invoicing:** The Council will invoice the SBBC by the 15th of each month for the previous month's expenditures. Invoices will include back-up documentation reflecting actual expenses for the time period being invoiced by school. The District Coordinator and CTACE Grants Administrator will forward complete and accurate invoices to the Accounts Payable Department within ten (10) working days of receipt.

2.14 **Payment of Services:** Invoices to the Council will be paid within 30 days of submission. The SBBC shall be under no obligation to pay for services from any other funding services other than the approved 21st CCLC program applications for Dillard High School, Stranahan High School and Coconut Creek and Hallandale High Schools.

2.15 **Payment Schedule:** The parties agree that payment for services is dependent upon SBBC's receipt of the grant money for the four High Schools, and that SBBC is under no obligation to pay for services from the Council from any other funding source except the 21st CCLC funds for Stranahan, Dillard, and Coconut Creek and Hallandale High Schools. The SBBC will reimburse the Council for the actual costs listed below. The total amount of reimbursement will not exceed \$415,612 during the 2008/09 program year (August 15, 2008 – July 31, 2009). Services will be paid at the following rates:

1. Site Coordinators - \$25.00 per hour for up to three hours per day (two and hours a day a Hallandale) for a maximum of 668.5 hours for all Site Coordinators after school, and \$25.00 per hour for up to four hours per day (five hours a day a Dillard) for a maximum of 408 hours for all Site Coordinators during the Summer;

2. An Assistant Site Coordinator - \$17.30 per hour for up to two hours per day (three hours a day a Dillard) for a total of 542.25 hours for all Assistant Site Coordinators after school, and up to five hours per day for a maximum of 391 hours during the Summer;
3. Certified Teachers - \$25.00 per hour for up to two hours per day for a maximum of 2,448 hours for all Certified Teachers after school, and up to four hours per day (five hours a day at Hallandale) for a total of 2,274.35 hours for all Summer Teachers;
4. Teacher Assistants/Paraprofessional - \$12.00 per hour for up to three hours per day (two and half hours per day at Hallandale) after school for a maximum of 2,988.5 hours for all Teacher Assistants/Paraprofessionals, and up to five hours per day (four hours a day at Coconut Creek and Hallandale) for a maximum of 864 hours for all Teacher Assistants/Paraprofessionals,
5. Security Specialist - \$25.00 per hour for up to three hours per day (two and half hours per day at Hallandale) for up to a maximum of 1,308.5 hours after school, and up to four hours per day for a maximum of 168 hours during the summer program;
6. A Guidance Counselor - \$25 per hour for up to one hour per day at all schools except Hallandale, for a up to a maximum of 12 hours after school;
7. A Student Mentoring Coordinator - \$17.30 per hour for up to six hours per day for a maximum of \$22,420 during the period of this agreement;
8. A Quality Assurance Monitor - \$19.47 per hour for up to seven and a half hours per day for a maximum of \$38,123 during the period of this agreement;
9. The fringe rate is 11.20% per hour for the Site Facilitators, Assistant Site Facilitators, Teachers, Para-professionals, Security Specialists, and Guidance Counselor. The fringe rate is 20.0% annually for the Student Mentoring Coordinator and 48.5% for the Quality Assurances Monitor. The total amount of fringe billed for all employees can not exceed \$47,847 afterschool and during the summer;
10. Field Trip Admission – actual costs approved prior to trip departure reimbursed up to \$3,000 per school at Hallandale, Coconut Creek and Dillard, and \$2,000 at Stranahan;
11. Quality Assurance Monitor Mileage – up to \$600 reimbursed at currently approved state rate, mileage may only be charge to Dillard and Stranahan.
12. Travel to mandatory conferences and conference registration fees – up to \$10,354 (\$4,954 for Hallandale and Coconut Creek, \$3,600 for Dillard and \$1,800 for Stranahan) reimbursed at currently approved state travel rates, and for site based employees and other Council staff working on the 21st CCLC grant approved by the District; and
13. Program supplies and instructional materials, can not exceed \$34,838 after school and summer \$11,720 Hallandale, \$5,981 Coconut Creek, \$10,753 Dillard, and \$6,384 Stranahan.

2.16 **Written Progress Report:** At the end of each program month (months the program operates eight or more days) the Council will submit a written progress report to the SBBC that details the activities accomplished by program component/teacher at each school. The written progress reports will be submitted to the SBBC within 15 days of the last program day of the month's activities being described.

2.17 **Background Screening:** Council agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, 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. The background screening will be conducted by SBBC in advance of Council or its personnel providing any services under the conditions described in the previous sentence. Council shall 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 Council and its personnel. The Parties agree that the failure of Council 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. To the extent permitted by law, Council 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 Council's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or Council of sovereign immunity or of any rights secured by Section 768.28, Florida Statutes.

2.18 **Indemnification.** Each party 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 agree to be liable for any damages resulting from said negligence.

ARTICLE 3 – GENERAL CONDITIONS

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

3.02 **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.

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

3.04 **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.

3.05 **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 the 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.

3.06 **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.

3.07 **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 express 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.

3.08 **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.

3.09 **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.

3.10 **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.

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

3.12 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right receive payments from SBBC.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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 Council: Cindy J. Arenberg Seltzer, President/CEO
The Children’s Council of Broward County
6301 Northwest Fifth Way – Suite 3000
Fort Lauderdale, Florida 33309

With a Copy Chief Program Officer
The Children’s Council of Broward County
6301 Northwest Fifth Way – Suite 3000
Fort Lauderdale, Florida 33309

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director
Career, Technical and Adult/Community Education
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

3.17 **Captions.** The captions, section number, 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.

3.18 **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.

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

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FOR COUNCIL

**CHILDREN'S SERVICES COUNCIL OF
BROWARD COUNTY**

By Ava Valladares /s/
Commissioner Suzanne Gunzburger, Chair
Children's Services Council of Broward County

DATE: 7/16/2008

Approved as to form by:

JOHN MILLEDGE, ESQ.
Republic Tower
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, Florida 33301
Telephone: (954) 761-8640

John Milledge
John Milledge, Esq.
Children's Services Council of Broward County

FOR SBBC

(Corporate Seal)

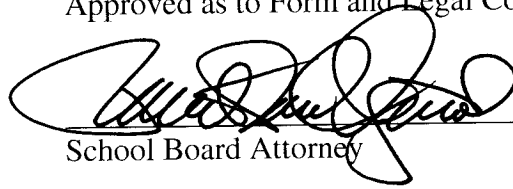
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST

By _____
Robin Bartleman, Chair

James F. Notter
Superintendent of Schools

Approved as to Form and Legal Content



School Board Attorney