

PREMIUM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 5th day of November, 2013, 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

Somerset Academy, Inc.
(Somerset Academy Preparatory Middle School – 5441)

A Florida non-for-profit organization (hereinafter referred to as " School "),
And having its principal place of business located at

20801 Johnson Street
Pembroke Pines, FL 33029

WHEREAS, SBBC has the authority pursuant to Section 1002.33(20)(e), Florida Statutes, to make goods and/or services available to the school through a negotiated contract separate from the charter; and

WHEREAS, the School agrees to procure goods and/or services from SBBC; and

WHEREAS, the School is a not-for-profit organization.

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 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on November 5th, 2013 and conclude on June 30, 2014. SBBC shall not be obligated to provide any service to the school prior to the effective date of this Agreement.

2.02 **Definitions.** The following terms and definitions will apply to this agreement:

(a) "Service Period" refers to a twenty (20) school-day period that the School will provide Before and Aftercare School Child Care services, including half days and excluding Teacher Planning Days;

(b) "Payment Period Due Dates" refers to the last date to make a payment before a service period begins and includes twenty (20) childcare days;

(c) "PDMS" refers to Program Data Management System, which is a File Maker Pro database created and maintained by SBBC staff;

(d) "BASCC" refers to the Before and After School Child Care program;

(e) "Before Care" refers to childcare provided to students before school hours;

(f) "After Care" refers to childcare provided to the school's students after school hours.

(g) "BSC" refers to the SBBC Business Support Center;

(h) "SBO" refers to School Board Operated programs;

(i) "SSSP" refers to Student Support Services Personnel including, but not limited to, School Psychologists, Speech and Language Pathologists, , and School Social Workers;

(j) "ACH" refers to Automatic Clearinghouse payment process;

(k) "Assessments" refer to those assessments that are District offered, but not State-mandated;

(l) "Health Services" refer to training and screening procedures that are statutorily required at certain grade levels (vision, BMI, scoliosis, etc.);

(m) "BMI" refers to Body Mass Index which is a measure of physical development;

(n) "AAPOS" refers to American Association for Pediatric Ophthalmology and Strabismus; and

(m) "AED" refers to Automated External Defibrillator;

(o) "CPR" refers to Cardiopulmonary Resuscitation;

(p) "FTE" refers to Full Time Equivalent; and

(q) "Speech language impairment" means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance.

2.03 **Contract Deliverables:** SBBC will provide the Premium Services described in the exhibits checked below and incorporated herein by reference:

- Before and After School Child Care (Exhibit A)
- Student Support Services (Exhibit B)
- Health Services (Exhibit C)
- Other Services (Exhibit D)

2.04 **Inspection of School Records by SBBC.** The School shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this

Agreement. All School records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by the School or any of the School's payees pursuant to this Agreement. The School's records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The School's records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

2.04.01 The School's Records Defined. For the purposes of this Agreement, the term "The School's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

2.05 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: The School Board of Broward County, Florida
Innovative Programs Design/Support Department
600 Southeast Third Avenue, 4th Floor
Fort Lauderdale, Florida 33301

To the School: Somerset Preparatory Charter Middle School
9300 Pembroke Road
Miramar, FL 33025

2.06 Background Screening:

A. The School's Personnel: The School 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 School shall ensure that, prior to entry into the School, and continuously during any period in which services are being provided, all staff shall be in compliance with the Jessica Lunsford Act and obtain Level 2 screening requirements at their own expense. The School 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 the School and its personnel. The parties agree that the failure of the School 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. The School 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 the School's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

B. Personnel Provided by SBBC: The SBBC will ensure that, prior to entry onto the School's campus and continuously during any period in which services are provided, such personnel shall have successfully completed background screening by SBBC and shall be in compliance with The Jessica Lundsford Act, Section 1012.465, Florida Statute and all current SBBC Level 2 screening requirements at no expense to the school.

2.07 Indemnification. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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 or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 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. In the event that this occurs, the School agrees to the immediate termination of specified premium services.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said Thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05. A default under this agreement does not constitute a default under any other agreements between the parties.

3.07 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.

3.08 Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.09 Student Records: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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 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.

3.12 Governing Law and Venue. 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.

3.13 Entirety of 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.

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

3.15 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 to receive payments from SBBC.

3.16 Incorporation by Reference. Exhibits B and C are attached hereto and referenced herein, and shall be deemed to be incorporated into this Agreement by reference.

3.17 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, 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 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.19 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.

3.20 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.

3.21 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 unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.22 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.

3.23 Survival. All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.24 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.

FOR SBBC

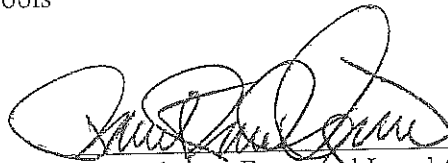
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Laurie Rich Levinson, Chair

Robert W. Runcie, Superintendent of Schools

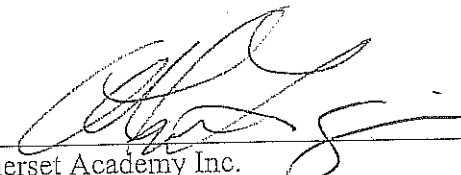
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Approved as to Form and Legal Content:
Office of the General Counsel

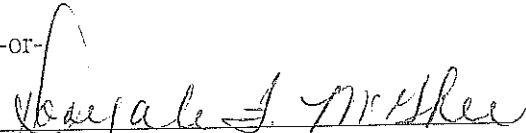
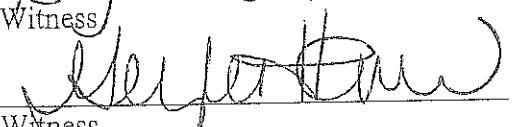
FOR SCHOOL

(Corporate Seal)

Somerset Academy Inc.
(Somerset Preparatory Charter Middle School - 5441)

ATTEST:

By  _____
Somerset Academy Inc.
(Somerset Preparatory Charter Middle School - 5441), ~~Secretary~~ *Principal*

-or-

Witness

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 14th day of October, 2013 by Athena Guillen
Name of Person

of Somerset Academy Central Miramar, on behalf of the
Name of Corporation or Agency

corporation/agency.

He/She is personally known to me or produced personally known
as _____
Type of Identification

identification and did/did not first take an oath.

My Commission Expires:

Monique Machado
Signature - Notary Public

(SEAL)  Monique Machado
COMMISSION #EE875220
EXPIRES: FEB. 14, 2017
WWW.AARONNOTARY.COM

MONIQUE MACHADO
Printed Name of Notary

EE875220
Notary's Commission No.

Exhibit C

HEALTH SERVICES

A. Description of Goods and Services:

The School will:

- 1) Project the number of hours needed per School Nurse;
- 2) Submit a request for health services; and,
- 3) Authorize withholding of FTE funds for the 1st of the month following the request for services.

The SBBC will:

- 4) Facilitate requests for health services by authorizing and placing the order for health services through SBBC's Innovative Programs Department;
- 5) Coordinate withholding of FTE funds for the 1st of the month following the request for services; and
- 6) Monitor and update monthly time sheets of services rendered per school.

B. Health Services:

1) **Child Specific Training and Consultation:** School Nurses are available from SBBC to train School staff, assess the health needs of students with acute or chronic health conditions or provide presentations to staff or parents in response to communicable disease occurrences. Trainings may be scheduled on the School's campus for purposes of training staff about specific health needs of a child with a chronic condition. School Nurses are available from SBBC to assess and create individualized health and emergency care plans for students in need. Training and consultation by a School Nurse from SBBC is available at a cost of Sixty Dollars (\$60) per hour. Total time and cost for training or consultation will be confirmed between the School and SBBC's Innovative Programs Design/Support Department prior to services being rendered.

2) **Full or Part Time School Nurse:** School Nurses are available for either full or part time services on the School's site. Services includes screening, testing, conducting evaluations and assessments, consulting with teachers and parents, maintaining session and progress notes and professional reports, keeping timesheets for

services rendered, participating in response to intervention meetings, attending and participating in child study team and IEP and other meetings, conducting individual or group therapy sessions, keeping individual treatment logs, providing related in-service teacher training to the School's employees, providing advice and recommendations used in the development or implementation of an IEP, and documenting any of the foregoing. School Nursing services is available at a cost of Sixty Dollars (\$60) per hour. The School agrees to contract for n/a hours per monthly period.

3) **Certification Training:** Off School site training to certify selected staff in CPR, First Aid, and AED skills. Participants will receive a CPR certification card at the completion of the training. Cost is Fifty-Five Dollars (\$55.00) per person.

4) **Health Screening Services:** Vision, BMI, and Scoliosis screening and reporting are required under Section 381.0056, Florida Statutes. SBBC services may be purchased to support the School include equipment for vision screenings and Screeners to conduct vision, BMI, and scoliosis screening on the School site. A designated school employee may conduct vision, and BMI screenings. A School Nurse must conduct scoliosis screenings.

a. **AAPOS Vision Screening Kit:** the AAPOS Vision Screening Kit includes LEA symbols for grades K-2 and Sloan letters for Grades 3-6 at a cost of Sixty-Nine Dollars (\$69.00) per kit. Training to accompany the AAPOS vision screening kit as well as BMI screening training is available on the Coordinated Student Health Services website.

b. **Telebinocular Rental:** A Telebinocular machine may be rented from SBBC by the School for Fourteen (14) consecutive days for a cost of Sixty-Nine Dollars (\$69.00). The School is responsible for picking up the machine and returning the machine within Three (3) days of the completion of the agreed rental time. The Telebinocular machine must be used by a trained vision screener. The Five (5) hour Telebinocular vision screening training is available at the cost of One Hundred Dollars (\$100) per person. Inspection of the Telebinocular machine will be conducted with a representative from the Coordinated Student Health Services Department and the School. Both representatives will sign off and agree on any noted damage to the machine. Upon return, a second inspection of the Telebinocular machine will be conducted in the presence of both representatives. Damage to the Telebinocular machine will result in the School incurring the cost of repair.

c. **Vision, Scoliosis, and BMI On-Site Screeners:** Student Health Screeners can be requested to travel to your school, conduct student screenings on your school site, and document individual student reports. Vision and BMI screenings are conducted by Health Technicians at a cost of Forty Dollars (\$40) per hour. Scoliosis screenings are conducted by a School Nurse from SBBC at a cost of Sixty Dollars (\$60) per hour. Total time and cost for trainings will be confirmed between the School and the Innovative Programs Design/Support Department prior to services rendered. Mandatory reporting of screening results is the responsibility of the School.

D. Payments:

1) A timesheet will be sent to the School Principal at the beginning of each service period. The timesheet will be updated daily by the School Nurse or Health Technician as hours are accrued. The timesheet will be signed off by the School Principal on the last day of the service period and will be submitted to Innovative Programs staff with a copy to SBBC's Health Services Department;

2) Upon request of a Health Services, an invoice will be generated and sent to the School with notification of the amount to be deducted from the School's distributed FTE funds the following month and information on the date/time and location of the requested training.