

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 4/15/14	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number FF-5
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TITLE: Continuation of Cooperative Agreement and Calendars with Preschool Providers for Exceptional Students	
REQUESTED ACTION: Approve the continuation of the Cooperative Agreements and Calendars between The School Board of Broward County, Florida (SBBC) and Preschool Providers for Exceptional Students.	
SUMMARY EXPLANATION AND BACKGROUND: SBBC is required under federal legislation to educate all identified preschool children with disabilities. The SBBC has entered into agreements with Ann Storck Center, Inc., ARC Broward, Inc. Broward Children's Center, Inc., Nova Southeastern University, Inc., and United Cerebral Palsy of Broward County, Inc. for more than twenty-three years. Since federal legislation supports the inclusion of preschool children with disabilities with their typical peers for more that eight years, preschool exceptional students have participated in an instructional program with typical developing preschoolers at North Lauderdale Educational Center, Inc. (Alphabetland). In 2007-2008 Baby Boomers, Inc., included preschool children with disabilities in their classrooms with typical four-year-old children. 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 emotional behavioral disabled, intellectually disabled, autistic spectrum disabled, physically impaired, other health impaired, speech impaired, language impaired, deaf and hard of hearing, visually impaired and/or developmentally delayed. The continuation contracts reflect a funding structure based on per student allocation. Transportation will continue as a support service for preschoolers in these contracts. These agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.	
SCHOOL BOARD GOALS: <input type="checkbox"/> •Goal 1: High Quality Instruction. <input checked="" type="checkbox"/> •Goal 2: Continuous Improvement. <input type="checkbox"/> •Goal 3: Effective Communication.	
FINANCIAL IMPACT: All costs for provision of services are funded through FTE earnings up to \$9,438,736.00. There is an additional financial impact to the District for transportation of \$724,875.00. Transportation costs are from the general fund. There is no additional financial impact to the District.	
EXHIBITS: (List) Executive Summary Contracts – Cooperative Agreements/Calendars	
BOARD ACTION: APPROVED (For Official School Board Records' Office Only)	SOURCE OF ADDITIONAL INFORMATION: Kathrine Francis, Executive Director 754-321-3436 Donna McCann, Coordinator, ESE Pre-K 754-321-7215 <hr/> Name _____ Phone _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Jose L. Dotres, Chief Academic Officer
Exceptional Student Education and Support Services

APR 15 2014

Approved in Open Board Meeting on: _____

By: _____



School Board Chair

EXECUTIVE SUMMARY

Preschool ESE Agency Program	Preschool Providers for Exceptional Students
Agencies included	Ann Storck Center, Inc., ARC Broward Inc., Baby Boomers, Inc., Broward Children's Center, Inc., North Lauderdale Education Center, Inc.(Alphabetland), Nova Southeastern University, Inc., and United Cerebral Palsy, Inc.
Status	Renewal of Agreements and Calendars
Funds Requested	\$9,438,736 on the per student allocation, \$724,875 for transportation.
Financial Impact Statement	There is a financial impact of \$724,875 to the District for transportation. The source of the funds is included in the transportation budget. The source of \$9,438,736 is the IDEA federal grant. There is no additional financial impact to the District.
Managing Department/School	Exceptional Student Education Department
Source of Additional Information	Kathrine Francis, Executive Director (754) 321-3436 Donna McCann, Coordinator, ESE PreK (754) 321-7215
Project Description	The School Board of Broward County, Florida (SBBC) is required under federal legislation to educate all identified preschool children with disabilities. SBBC has entered into agreements with Ann Storck Center, Inc., ARC Broward, Inc., Broward Children's Center, Inc., Nova Southeastern University, Inc., and United Cerebral Palsy of Broward County, Inc. for more than twenty-three years. Since federal legislation supports the inclusion of preschool children with disabilities with their typical peers, for more than eight years, preschool exceptional students have participated in an instructional program with normal developing preschoolers at North Lauderdale Educational Center, Inc. (Alphabetland). In 2007-2008, Baby Boomers, Inc. also included preschool children with disabilities in their classrooms with typical three and four-year-old children. These community sites have the expertise needed to educate eligible preschool exceptional students as defined by State Board of Education Rules. The students may be emotional behavior disordered, intellectually disabled, autistic spectrum disordered, physically impaired, other health impaired, speech language, 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.
Evaluation Plan	Evaluation measures will include performance outcome measures, observations, and mastery of IEP goals.
Research Methodology	Program will follow the Florida School Readiness Performance Standards for 3-5 year old children, and utilize the Teaching Strategies Gold for preschool, Skill Streaming in Early Childhood teaching pro-social skills, phonemic awareness in Young children, and strategies for teaching diverse learners. The research based approaches that the school use include technology driven instruction and to increase communication skills.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of April, 2014, 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 "Provider")
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 prekindergarten children with disabilities who receive special education; and

WHEREAS, Provider has the capability of providing special education to 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 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2014 and conclude on June 30, 2015.

2.02 **Eligibility.** Pre-Kindergarten students with disabilities eligible to attend Provider's program in accordance with meeting the State Board of Education Rules.

2.03 **Teacher Certification.** Provider will make available appropriately certified teachers according to the Florida Course Code Directory, Florida Statutes, and State Board of Education Rules.

SBBC, if necessary, will provide out-of-field waiver approval for teachers holding a Florida educator's certificate in an area other than Prekindergarten Primary or Preschool Education with authorization from the Cadre Director and Chief Performance and Accountability Officer.

Provider will ensure that the contracted teacher be fingerprinted through Morphotrust USA, LLC and, if the contracted teacher does not already hold a valid FL educator's certificate, that a Certificate Issuance Request form be submitted to the district Certification Department. If the contracted teacher is not certified in one of the aforementioned areas of certification, the Provider must also submit a fully executed Out-of-Field Agreement form to the district Certification Department.

Require, beginning July 1, 2014, an applicant for renewal of a professional certificate to earn at least one college credit or equivalent inservice points in instruction for teaching students with disabilities.

2.04 Administrative Responsibility. SBBC will assign an Exceptional Student Education designee to be responsible for reporting the instructional FTE and maintaining necessary audit documentation. The Exceptional Student Education designee will authorize payment to the Provider on a monthly basis for eligible exceptional students and be responsible for maintaining audit file for funds paid to Provider from the generated FTE.

Provider will administrate supervision of the instructional and program staff, including providing the Exceptional Student Education designee responsible for reporting the instructional and transportation FTE, with the documentation necessary to generate FTE and to fulfill audit requirements for eligible students.

Provider will adhere to the Office Special Education Programs (OSEP) Child Outcomes Reporting Requirements for Part C and Part B/619 Programs. Florida Department of Education has adopted the Battelle Developmental Inventory-II (BDI-II) as the instrument to gather the outcomes areas for state report. SBBC is responsible for having an assessment tool available to Provider. Provider 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.

2.05 Technical Assistance/Staff Training. SBBC will provide technical assistance to the Provider in interpreting and implementing State Board of Education Rules and School Board policies related to eligibility and placement of students with disabilities, provision of therapy through on site observations, visits, and through speech language, occupational, or physical team meetings.

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

Provider will be responsible for training new staff hired after the initial training. SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

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

Provider 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. Provider will purchase necessary supplies related to the implementation of the health services practices.

Provider will submit detailed health documentation including nursing care plan relevant to the student's medical diagnosis. Provider will ensure there is Professional Registered Nurse clinical supervision for Licensed Practical Nurses (LPN) who are hired by the provider.

Provider will provide Coordinated Student Health Services the transportation schedules of the Medical Fragile student's by the third week of school. Provider will inform CSHS of all changes to the Medical Fragile Student's transportation schedule throughout the school year.

2.07 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 and placement staffings. Provider will organize, coordinate and conduct IEP meetings, interims and reevaluations on students who are eligible exceptional students as defined in Section 2.02 and are enrolled with the Provider.

2.08 Program Review/Audit. SBBC will reserve the right to review the instructional program provided by the Provider, and audit records and bookkeeping procedures in compliance with this contract. A thirty (30) day written notice will be given prior to the audit, which will be conducted within ninety (90) days after the end of the contract period. The written notice and the examination will be conducted by SBBC's Management Audit Department. Upon completion, a copy of the audit will be provided to the Provider.

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

2.09 Transportation. SBBC will provide transportation for eligible students with disabilities as defined in Section 2.02.

SBBC will schedule transportation services for students with disabilities to accommodate SBBC's six 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.

2.11 Preschool Program Design. Provider will provide a 180-day instructional program starting on 8/18/14 and ending on 6/4/15 for prekindergarten students with disabilities. Prekindergarten 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). SBBC and Provider will mutually agree on the methodology, curriculum and assessment used to instruct preschool children with disabilities.

2.12 **Supervision.** Provider will provide supervision and evaluation of the instructional staff and therapists employed by the Provider.

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

Provider will disseminate information and notify parents/guardians of the availability of training opportunities and parent support groups.

2.14 **Classroom Equipment, Materials & Supplies** Provider will provide appropriate classroom and therapy furniture, equipment, technology, and instructional and evaluation materials and supplies which are developmentally appropriate for preschool students with disabilities.

2.15 **Individual Educational Plan (IEP)** Provider will ensure that an IEP 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 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, Provider or the parent/guardian and conducted upon notification to all parties.

Provider will ensure that the parents of students are invited to participate in IEP meetings and drafts of the IEP are provided at least five day prior to the scheduled IEP meeting.

2.16 **Special Programs and Procedures.** SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

Provider 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.

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

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

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

2.19 **Class Size.** Provider 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 eighteen (18) students in pre-kindergarten. Provider will ensure that pupil/instructional ratios do not exceed 4 to 1 for prekindergarten students with disabilities in a self-contained class, 3:1 for prekindergarten students in a self-contained class with intensive behaviors or 9 to 1 for an Integrated class. The Provider's President/CEO and SBBC Exceptional Student Education (ESE) Director or designee must mutually agree upon exceptions to these ratios.

2.20 **Attendance/Quarterly Progress Reports.** Provider will report the attendance of the students as directed by the ESE designee who is responsible for reporting the FTE and maintaining audit documentation. In addition, quarterly progress reports on the student's progress in meeting the educational goals shall be developed for each student and sent to the parent on a quarterly basis.

2.21 **Health/Safety Standards and Legal Compliance.** Provider will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. Provider 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, NFPA 101; Life Safety 101, Section 4A-36, F.A.C and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to Provider representative with the first invoice. Provider shall abate any violations cited in the aforementioned reports within the time limits prescribed by the inspecting agency.

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

Provider 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.

Provider 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.

2.22 **Therapy Services.** Provider 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 or speech language assistant as needed to implement IEPs, with no out-of-field waivers permitted. The supervising occupational or physical therapists and speech language pathologists must attend all IEP meetings and perform all evaluations including the BDI-II for exiting preschoolers.

Provider 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.

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

Provider will provide occupational and physical therapy and speech-language evaluations on students who may be eligible for an exceptional education program who are enrolled with the Provider as defined by Section 2.02.

2.23 **Substitutes.** Provider 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.

2.24 **Food Services.** SBBC will make available to the Provider the district's food services program for students to purchase or to participate in the free and reduced breakfast and

lunch program when eligible. Provider will ensure that refrigeration is available for students' lunches brought from home.

2.25 **Early Release.** Provider will provide six (6) early release days to coincide with SBBC's approved 2014-2015 calendar. Provider will implement a program of staff development activities on those days as set forth on **Exhibit A**.

2.26 **Publicity.** Provider 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.

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

2.28 **Certificate of Insurance.** Before the first day of the 2014-2015 school year, Provider will furnish SBBC with a certificate of insurance naming SBBC its members, officers, employees and agents as additional insured and provide the endorsement number on the certificate. In addition, the Provider will provide SBBC with a new certificate of insurance after each renewal. The certificate will include that all liability policies are primary of all other valid and collectable coverage maintained by SBBC. Provider shall provide thirty (30) days prior written notice of cancellation or material change in coverage to SBBC Risk Management Division. The coverage shall be provided by companies licensed to write insurance in the State of Florida and must be rated at least A-VI by AM Best or As3 by Moody Investor Service 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)
Sexual Abuse/Molestation Liability	One million dollars (\$1,000,000)

If Provider does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. A signed Affidavit must be furnished to SBBC indicating the following: Provider does not own any vehicles. In the event Provider acquires any vehicles throughout the term of this agreement. Provider agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

Prior the Provider's Certificate of Insurance reaching it's expiration, the Provider will provide SBBC with an updated certificate of Insurance renewal.

2.29 **EdPlan.** Provider will make available a meeting room with Internet access to be used to access Easy IEP during all IEP meetings and a projector to display the IEP at the staffing.

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

2.31 **Payment.** SBBC will pay Provider \$15,715 for each student annually (\$7,857.00 per semester) enrolled in a self-contained class and \$10,535 for each student annually (\$5,267 per semester) for an Integrated 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 the Provider'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. Provider 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. The projected total cost to the SBBC not to exceed \$1,021,475 per school year.

2.32 **Inspection of the Provider's Records by SBBC.** Provider 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 Provider's 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 providers or any of the Provider's payees pursuant to this Agreement. Provider'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. Provider'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.

(a) **Provider's Records Defined.** For the purposes of this Agreement, the term "Provider'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.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to the Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide the Provider reasonable advance notice (not less than two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to the Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by the Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the Provider. If the audit discloses billings or charges to which the Provider is not contractually entitled, the Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to the Provider pursuant to this Agreement and such excluded costs shall become the liability of the Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other county, state or federal officials.

2.33 **Notice.** When any of the parties desire to give notice to the other, pursuant to the terms of this agreement, such notice must be in writing, and either personally delivered with a written receipt obtained or sent by nationally recognized overnight delivery services or registered or certified U.S. Mail, postage prepaid, and return receipt requested, 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:

Coordinator, Preschool ESE
Exceptional Student Education Department
1211 NW 33rd Terrace
Fort Lauderdale, Florida 33311

To Ann Storck, Inc.:

Executive Director
1790 Southwest 43 Way
Fort Lauderdale, Florida 33317

With a Copy to:

Executive Director
1790 Southwest 43 Way
Fort Lauderdale, Florida 33317

2.34 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel and volunteers 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider 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 Provider and its personnel. The parties agree that the failure of Provider 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. Provider 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 Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.35 **Indemnification.** 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.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, 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.

B. By Provider: Provider 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 the Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of the Provider or the negligence of the Provider's 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 the Provider, SBBC or otherwise.

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, 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 SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

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.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 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.

3.09 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

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

3.16 **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.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **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

By

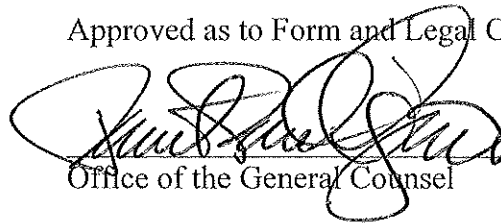
Patricia Good, Chair

ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 03/25/14
Office of the General Counsel

FOR ANN STORCK CENTER, INC.

(Corporate Seal)

ATTEST:

ANN STORCK CENTER, INC.

By Charlotte C. Mather Taylor

_____, Secretary

-or-

Ruth Mason
Witness
Patricia Burt
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.

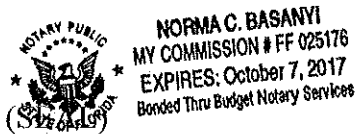
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10 day of February, 2014 by Charlotte C. Mather Taylor of
Name of Person
Ann Storck Center, Inc., on behalf of the corporation/agency.
Name of Corporation or Agency

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:



Norma C. Basanyi
Signature – Notary Public

NORMA C. BASANYI
Printed Name of Notary

Notary's Commission No.



Discovering Abilities - Building Independence

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

Exhibit A
1790 SW 43rd Way
Fort Lauderdale, FL 33317
☎ 954-584-8000
☎ 954-321-8863
www.annstorchcenter.org

Executive Director

Charlotte Mather-Taylor

Executive Board

In Memoriam

Marvin C. Gutter

Board President (1981 - 2010)

Bill Kelley
President

Jon Bandes
Vice President

Neal Janov
1st Vice President

Justin Miller
Treasurer

Rosalind Perlmutter
Secretary

Governing Board

Joan Ast

Grafton Carlson

Maria Delegal

Edward Farrell

Dr. Alberto Kriger

Susan Renneisen

Ira Schimmel

Doris Kulik Sipos

Howard Usher

Honorary Board

Michelle Bernardo

Jillian Montgomery

Marge Osceola

Max Osceola

Mark Rowe

Alina San Pedro

Wilma Bulkin Siegel, M.D

Dr. Maureen Smith

Arie Taykan

Pat Turner

Emeritus Board

Virginia Benenati

Mattie Kraus

Lorraine Thomas

PRESCHOOL CALENDAR 2014- 2015 SCHOOL YEAR

August	September	October	November	December	January
18 First Day of School	1 Labor Day ASC Closed 18 Early Release Day 25 Rosh Hashanah ASC Open	23 Early Release Day 24 Employee Planning Day ASC Closed	4 Employee Planning Day ASC Open 11 Veteran's Day ASC Open 26-28 Thanksgiving Break ASC Closed	18 Early Release Day 19 Employee Planning Day ASC Open 22-31 Winter Break ASC Closed	1 New Year's Day ASC Closed 2 Winter Break ASC Closed 19 M.L.K. ASC Closed
February	March	April	May	June	
16 President's Day ASC Closed 26 Early Release Day	19 Early Release Day 20 Employee Planning Day ASC Closed 23 - 27 Spring Break ASC Open	3 Good Friday ASC Closed	25 Memorial Day ASC Closed	4 Early Release Day/Last Day of School 5 Employee Planning Day ASC Closed	



AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of April, 2014, 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

ACHIEVEMENT AND REHABILITATION CENTERS, INCORPORATED

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

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

WHEREAS, Provider has the capability of providing special education to 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 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2014 and conclude on June 30, 2015 .

2.02 **Eligibility.** Pre-Kindergarten students with disabilities eligible to attend Provider's program in accordance with meeting the State Board of Education Rules.

2.03 **Teacher Certification.** Provider will make available appropriately certified teachers according to the Florida Course Code Directory, Florida Statutes, and State Board of Education Rules.

SBBC, if necessary, will provide out-of-field waiver approval for teachers holding a Florida educator's certificate in an area other than Prekindergarten Primary or Preschool Education with authorization from the Cadre Director and Chief Performance and Accountability Officer.

Provider will ensure that the contracted teacher be fingerprinted through Morphotrust USA, LLC and, if the contracted teacher does not already hold a valid FL educator's certificate, that a Certificate Issuance Request form be submitted to the district Certification Department. If the contracted teacher is not certified in one of the aforementioned areas of certification, the Provider must also submit a fully-executed Out-of-Field Agreement form to the district Certification Department.

Require, beginning July 1, 2014, an applicant for renewal of a professional certificate to earn at least one college credit or equivalent inservice points in instruction for teaching students with disabilities.

2.04 Administrative Responsibility. SBBC will assign an Exceptional Student Education designee to be responsible for reporting the instructional FTE and maintaining necessary audit documentation. The Exceptional Student Education designee will authorize payment to the Provider on a monthly basis for eligible exceptional students and be responsible for maintaining audit file for funds paid to Provider from the generated FTE.

Provider will administrate supervision of the instructional and program staff, including providing the Exceptional Student Education designee responsible for reporting the instructional and transportation FTE, with the documentation necessary to generate FTE and to fulfill audit requirements for eligible students.

Provider will adhere to the Office Special Education Programs (OSEP) Child Outcomes Reporting Requirements for Part C and Part B/619 Programs. Florida Department of Education has adopted the Battelle Developmental Inventory-II (BDI-II) as the instrument to gather the outcomes areas for state report. SBBC is responsible for having an assessment tool available to Provider. Provider 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.

2.05 Technical Assistance/Staff Training. SBBC will provide technical assistance to the Provider in interpreting and implementing State Board of Education Rules and School Board policies related to eligibility and placement of students with disabilities, provision of therapy through on site observations, visits, and through speech language, occupational, or physical team meetings.

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

Provider will be responsible for training new staff hired after the initial training. SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

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

Provider 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. Provider will purchase necessary supplies related to the implementation of the health services practices.

Provider will submit detailed health documentation including nursing care plan relevant to the student's medical diagnosis. Provider will ensure there is Professional Registered Nurse clinical supervision for Licensed Practical Nurses (LPN) who are hired by the provider.

Provider will provide Coordinated Student Health Services the transportation schedules of the Medical Fragile student's by the third week of school. Provider will inform CSHS of all changes to the Medical Fragile Student's transportation schedule throughout the school year.

2.07 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 and placement staffings. Provider will organize, coordinate and conduct IEP meetings, interims and reevaluations on students who are eligible exceptional students as defined in Section 2.02 and are enrolled with the Provider.

2.08 Program Review/Audit. SBBC will reserve the right to review the instructional program provided by the Provider, and audit records and bookkeeping procedures in compliance with this contract. A thirty (30) day written notice will be given prior to the audit, which will be conducted within ninety (90) days after the end of the contract period. The written notice and the examination will be conducted by SBBC's Management Audit Department. Upon completion, a copy of the audit will be provided to the Provider.

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

2.09 Transportation. SBBC will provide transportation for eligible students with disabilities as defined in Section 2.02.

SBBC will schedule transportation services for students with disabilities to accommodate SBBC's six 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.

2.11 Preschool Program Design. Provider will provide a 180-day instructional program starting on 8/18/14 and ending on 6/4/15 for prekindergarten students with disabilities. Prekindergarten 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). SBBC and Provider will mutually agree on the methodology, curriculum and assessment used to instruct preschool children with disabilities.

2.12 **Supervision.** Provider will provide supervision and evaluation of the instructional staff and therapists employed by the Provider.

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

Provider will disseminate information and notify parents/guardians of the availability of training opportunities and parent support groups.

2.14 **Classroom Equipment, Materials & Supplies** Provider will provide appropriate classroom and therapy furniture, equipment, technology, and instructional and evaluation materials and supplies which are developmentally appropriate for preschool students with disabilities.

2.15 **Individual Educational Plan (IEP)** Provider will ensure that an 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 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, Provider or the parent/guardian and conducted upon notification to all parties.

Provider will ensure that the parents of students are invited to participate in IEP meetings and drafts of the IEP are provided at least five day prior to the scheduled IEP meeting.

2.16 **Special Programs and Procedures.** SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

Provider 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.

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

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

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

2.19 **Class Size.** Provider 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 eighteen (18) students in pre-kindergarten. Provider will ensure that pupil/instructional ratios do not exceed 3 to 1 for prekindergarten students that have intensive services on their IEP and 4 to 1 for students that do not. The Provider's President/CEO and SBBC Exceptional Student Education (ESE) Director or designee must mutually agree upon exceptions to these ratios.

2.20 **Attendance/Quarterly Progress Reports.** Provider will report the attendance of the students as directed by the ESE designee who is responsible for reporting the FTE and maintaining audit documentation. In addition, quarterly progress reports on the student's progress in meeting the educational goals shall be developed for each student and sent to the parent on a quarterly basis.

2.21 **Health/Safety Standards and Legal Compliance.** Provider will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. Provider 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, NFPA 101; Life Safety 101, Section 4A-36, F.A.C and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to Provider representative with the first invoice. Provider shall abate any violations cited in the aforementioned reports within the time limits prescribed by the inspecting agency.

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

Provider 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.

Provider 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.

2.22 **Therapy Services.** Provider 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 or speech language assistant as needed to implement IEPs, with no out-of-field waivers permitted. The supervising occupational or physical therapists and speech language pathologists must attend all IEP meetings and perform all evaluations including the BDI-II for exiting preschoolers.

Provider 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.

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

Provider will provide occupational and physical therapy and speech-language evaluations on students who may be eligible for an exceptional education program who are enrolled with the Provider as defined by Section 2.02.

2.23 **Substitutes.** Provider 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.

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

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

2.25 **Early Release.** Provider will provide six (6) early release days to coincide with SBBC's approved 2014-2015 calendar. Provider will implement a program of staff development activities on those days as set forth on **Exhibit A**.

2.26 **Publicity.** Provider 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.

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

2.28 **Certificate of Insurance.** Before the first day of the 2014-2015 school year, Provider will furnish SBBC with a certificate of insurance naming SBBC its members, officers, employees and agents as additional insured and provide the endorsement number on the certificate. In addition, the Provider will provide SBBC with a new certificate of insurance after each renewal. The certificate will include that all liability policies are primary of all other valid and collectable coverage maintained by SBBC. Provider shall provide thirty (30) days prior written notice of cancellation or material change in coverage to SBBC Risk Management Division. The coverage shall be provided by companies licensed to write insurance in the State of Florida and must be rated at least A-VI by AM Best or As3 by Moody Investor Service 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)
Sexual Abuse/Molestation Liability	One million dollars (\$1,000,000)

If Provider does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. A signed Affidavit must be furnished to SBBC indicating the following: Provider does not own any vehicles. In the event Provider acquires any vehicles throughout the term of this agreement. Provider agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

Prior the Provider's Certificate of Insurance reaching it's expiration, the Provider will provide SBBC with an updated certificate of Insurance renewal.

2.29 **EdPlan.** Provider will make available a meeting room with Internet access to be used to access Easy IEP during all IEP meetings and a projector to display the IEP at the staffing.

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

2.31 **Payment.** SBBC will pay Provider \$18,503 for each student annually (\$9,251 per semester) enrolled in a self-contained class 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 the Provider'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. Provider 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. In the event, Provider violates any state law, State Board of Education rule, SBBC policy, Provider shall reimburse SBBC for the full amount of the loss. This provision shall remain in force, even if the agreement is terminated, for a period of three (3) years or until all state audits are conducted, whichever occurs first. The projected total cost to the SBBC is not to exceed \$1,239,701 per school year.

2.32 **Inspection of the Provider's Records by SBBC.** Provider 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 Provider's 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 providers or any of the Provider's payees pursuant to this Agreement. Provider'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. Provider'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.

(a) Provider's Records Defined. For the purposes of this Agreement, the term "Provider'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.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to the Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide the Provider reasonable advance notice (not less than two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to the Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by the Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the Provider. If the audit discloses billings or charges to which the Provider is not contractually entitled, the Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to the Provider pursuant to this Agreement and such excluded costs shall become the liability of the Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other county, state or federal officials.

2.33 **Notice.** When any of the parties desire to give notice to the other, pursuant to the terms of this agreement, such notice must be in writing, and either personally delivered with a written receipt obtained or sent by nationally recognized overnight delivery services or registered or certified U.S. Mail, postage prepaid, and return receipt requested, 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: Coordinator, Preschool ESE
Exceptional Student Education Department
1211 NW 33rd Terrace
Fort Lauderdale, Florida 33311

**To Achievement and
Rehabilitation Centers
Incorporated:** President/CEO
10250 NW 53rd Street
Sunrise, Florida 33351

With a Copy to: President/CEO
10250 NW 53rd Street
Sunrise, Florida 33351

2.34 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel and volunteers 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider 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 Provider and its personnel. The parties agree that the failure of Provider 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. Provider 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 Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.35 **Indemnification.** 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.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, 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.

B. By Provider: Provider 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 the Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of the Provider or the negligence of the Provider's 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 the Provider, SBBC or otherwise.

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, 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 SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **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.

3.10 **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.

3.11 **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.

3.12 **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.

3.13 **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.

3.14 **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.

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

3.16 **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.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **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

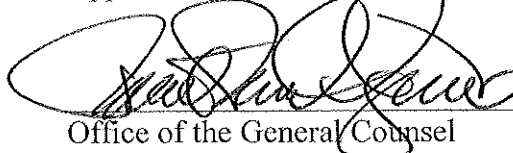
By

Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 03/25/14
Office of the General Counsel

FOR ACHIEVEMENT AND REHABILITATION CENTERS, INC.

(Corporate Seal)

ATTEST:

ACHIEVEMENT AND REHABILITATION
CENTERS, INCORPORATED

By 1 2 H

_____, Secretary

-or-

N. Goffe
Witness

Shawn Puester
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

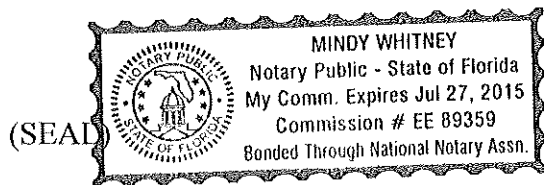
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10th day of
February, 2014 by Dennis Haas of
Name of Person

Achievement and Rehabilitation Centers, on behalf of the corporation/agency.
Name of Corporation or Agency

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: 7/27/15



Mindy Whitney
Signature - Notary Public

MINDY WHITNEY
Printed Name of Notary

#EE 89359
Notary's Commission No.



Transforming the community by providing opportunities for people with disabilities and other life challenges to realize their full potential.

Nationally Accredited by CARF

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George Taylor, Esq.

Jacqueline A. Travisano

ARC PRESCHOOL STUDENT CALENDAR 2014 – 2015

2014

Mon.	August 18	Classes Begin /First Day of School/ Start of 1 st 90-Day Semester
Mon.	September 1	Holiday
Thurs.	September 18	Early Release Day
Thurs.	September 25	Day Off
Thurs.	October 23	Early Release Day
Fri.	October 24	Employee Planning Day*
Tues.	November 4	Employee Planning Day*
Tues.	November 11	Holiday
Wed.	November 26	Day Off
Thurs.	November 27	Holiday
Fri.	November 28	Day Off
Thurs.	December 18	Early Release Day/Last Day of Semester
Fri.	December 19	Employee Planning Day*
Mon. - Fri.	December 22-26	Winter Break
Mon. - Wed.	December 29-31	Winter Break
Thurs.	January 1	Holiday
Fri.	January 2	Winter Break

2015

Mon.	January 5	First Day of 2nd 90-Day Semester
Mon.	January 19	Day Off
Mon.	February 16	Holiday
Thurs.	February 26	Early Release
Thurs.	March 19	Early Release
Fri.	March 20	Employee Planning Day*
Mon.-Fri.	March 23-27	Spring Break
Fri.	April 3	Day Off
Mon.	May 25	Holiday
Thurs.	June 4	Early Release /Last Day of 2 nd Semester/Last Day of School

Mission Based Enterprises

Culinary Institute
Electronics Recycling Services
Learning Institute

Programs & Services

Adult Services

Adult Day Program
Center for Financial Stability
Residential Services
School of HIRE Education
Seniors Day Program

Children & Youth

ABLE Afterschool Program
Camp ABLE
In-Home Behavioral Services
Preschool
Parents as Teachers Program
Respite Care
Youth Links Afterschool Program

Outpatient Health Care

Behavioral Health Counseling
Occupational Therapy
Physical Therapy
Speech Therapy

NOTE: Dismissal is at 1:00 p.m. on Early Release Days.

* There is no school for students on Employee Planning Days.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of April, 2014, 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

BABY BOOMERS INTERNATIONAL PRESCHOOL, INC.

(hereinafter referred to as "Provider")
whose principal place of business is
1735 E. Atlantic Blvd., Pompano Beach, Florida 33060

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

WHEREAS, Provider has the capability of providing special education to 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 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2014 and conclude on June 30, 2015.

2.02 **Eligibility.** Pre-Kindergarten students with disabilities eligible to attend Provider's program in accordance with meeting the State Board of Education Rules.

2.03 **Teacher Certification.** Provider will make available appropriately certified teachers according to the Florida Course Code Directory, Florida Statutes, and State Board of Education Rules.

SBBC, if necessary, will provide out-of-field waiver approval for teachers holding a Florida educator's certificate in an area other than Prekindergarten Primary or Preschool Education with authorization from the Cadre Director and Chief Performance and Accountability Officer.

Provider will ensure that the contracted teacher be fingerprinted through Morphotrust USA, LLC and, if the contracted teacher does not already hold a valid FL educator's certificate, that a Certificate Issuance Request form be submitted to the district Certification Department. If the contracted teacher is not certified in one of the aforementioned areas of certification, the Provider must also submit a fully-executed Out-of-Field Agreement form to the district Certification Department.

Require, beginning July 1, 2014, an applicant for renewal of a professional certificate to earn at least one college credit or equivalent inservice points in instruction for teaching students with disabilities.

2.04 Administrative Responsibility. SBBC will assign an Exceptional Student Education designee to be responsible for reporting the instructional FTE and maintaining necessary audit documentation. The Exceptional Student Education designee will authorize payment to the Provider on a monthly basis for eligible exceptional students and be responsible for maintaining audit file for funds paid to Provider from the generated FTE.

Provider will administrate supervision of the instructional and program staff, including providing the Exceptional Student Education designee responsible for reporting the instructional and transportation FTE, with the documentation necessary to generate FTE and to fulfill audit requirements for eligible students.

Provider will adhere to the Office Special Education Programs (OSEP) Child Outcomes Reporting Requirements for Part C and Part B/619 Programs. Florida Department of Education has adopted the Battelle Developmental Inventory-II (BDI-II) as the instrument to gather the outcomes areas for state report. SBBC is responsible for having an assessment tool available to Provider. Provider 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.

2.05 Technical Assistance/Staff Training. SBBC will provide technical assistance to the Provider in interpreting and implementing State Board of Education Rules and School Board policies related to eligibility and placement of students with disabilities, provision of therapy through on site observations, visits, and through speech language, occupational, or physical team meetings.

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

Provider will be responsible for training new staff hired after the initial training. SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

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

Provider 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. Provider will purchase necessary supplies related to the implementation of the health services practices.

Provider will submit detailed health documentation including nursing care plan relevant to the student's medical diagnosis. Provider will ensure there is Professional Registered Nurse clinical supervision for Licensed Practical Nurses (LPN) who are hired by the provider.

Provider will provide Coordinated Student Health Services the transportation schedules of the Medical Fragile student's by the third week of school. Provider will inform CSHS of all changes to the Medical Fragile Student's transportation schedule throughout the school year.

2.07 **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 and placement staffings. Provider will organize, coordinate and conduct IEP meetings, interims and reevaluations on students who are eligible exceptional students as defined in Section 2.02 and are enrolled with the Provider.

2.08 **Program Review/Audit.** SBBC will reserve the right to review the instructional program provided by the Provider, and audit records and bookkeeping procedures in compliance with this contract. A thirty (30) day written notice will be given prior to the audit, which will be conducted within ninety (90) days after the end of the contract period. The written notice and the examination will be conducted by SBBC's Management Audit Department. Upon completion, a copy of the audit will be provided to the Provider.

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

2.09 **Transportation.** SBBC will provide transportation for eligible students with disabilities as defined in Section 2.02.

SBBC will schedule transportation services for students with disabilities to accommodate SBBC's six 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.

2.11 **Preschool Program Design.** Provider will provide a 180-day instructional program starting on 8/18/14 and ending on 6/4/15 for prekindergarten students with disabilities. Prekindergarten 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). SBBC and Provider will mutually agree on the methodology, curriculum and assessment used to instruct preschool children with disabilities.

2.12 **Supervision.** Provider will provide supervision and evaluation of the instructional staff and therapists employed by the Provider.

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

Provider will disseminate information and notify parents/guardians of the availability of training opportunities and parent support groups.

2.14 **Classroom Equipment, Materials & Supplies** Provider will provide appropriate classroom and therapy furniture, equipment, technology, and instructional and evaluation materials and supplies which are developmentally appropriate for preschool students with disabilities.

2.15 **Individual Educational Plan (IEP)** Provider will ensure that an IEP 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 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, Provider or the parent/guardian and conducted upon notification to all parties.

Provider will ensure that the parents of students are invited to participate in IEP meetings and drafts of the IEP are provided at least five day prior to the scheduled IEP meeting.

2.16 **Special Programs and Procedures.** SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

Provider 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.

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

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

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

2.19 **Class Size.** Provider 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 eighteen (18) students in pre-kindergarten. Provider will ensure that pupil/instructional ratios do not exceed 9 to 1. The Provider's President/CEO and SBBC Exceptional Student Education (ESE) Director or designee must mutually agree upon exceptions to these ratios.

2.20 **Attendance/Quarterly Progress Reports.** Provider will report the attendance of the students as directed by the ESE designee who is responsible for reporting the FTE and maintaining audit documentation. In addition, quarterly progress reports on the student's progress in meeting the educational goals shall be developed for each student and sent to the parent on a quarterly basis.

2.21 **Health/Safety Standards and Legal Compliance.** Provider will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. Provider 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, NFPA 101; Life Safety 101, Section 4A-36, F.A.C and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to Provider representative with the first invoice. Provider shall abate any violations cited in the aforementioned reports within the time limits prescribed by the inspecting agency.

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

Provider 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.

Provider 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.

2.22 **Therapy Services.** Provider 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 or speech language assistant as needed to implement IEPs, with no out-of-field waivers permitted. The supervising occupational or physical therapists and speech language pathologists must attend all IEP meetings and perform all evaluations including the BDI-II for exiting preschoolers.

Provider 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.

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

Provider will provide occupational and physical therapy and speech-language evaluations on students who may be eligible for an exceptional education program who are enrolled with the Provider as defined by Section 2.02.

2.23 **Substitutes.** Provider 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.

2.24 **Food Services.** SBBC will make available to the Provider the district's food services program for students to purchase or to participate in the free and reduced breakfast and

lunch program when eligible. Provider will ensure that refrigeration is available for students' lunches brought from home.

2.25 **Early Release.** Provider will provide six (6) early release days to coincide with SBBC's approved 2014-2015 calendar. Provider will implement a program of staff development activities on those days as set forth on **Exhibit A**.

2.26 **Publicity.** Provider 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.

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

2.28 **Certificate of Insurance.** Before the first day of the 2014-2015 school year, Provider will furnish SBBC with a certificate of insurance naming SBBC its members, officers, employees and agents as additional insured and provide the endorsement number on the certificate. In addition, the Provider will provide SBBC with a new certificate of insurance after each renewal. The certificate will include that all liability policies are primary of all other valid and collectable coverage maintained by SBBC. Provider shall provide thirty (30) days prior written notice of cancellation or material change in coverage to SBBC Risk Management Division. The coverage shall be provided by companies licensed to write insurance in the State of Florida and must be rated at least A-VI by AM Best or As3 by Moody Investor Service 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)
Sexual Abuse/Molestation Liability	One million dollars (\$1,000,000)

If Provider does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. A signed Affidavit must be furnished to SBBC indicating the following: Provider does not own any vehicles. In the event Provider acquires any vehicles throughout the term of this agreement. Provider agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

Prior the Provider's Certificate of Insurance reaching it's expiration, the Provider will provide SBBC with an updated certificate of Insurance renewal.

2.29 **EdPlan.** Provider will make available a meeting room with Internet access to be used to access Easy IEP during all IEP meetings and a projector to display the IEP at the staffing.

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

2.31 **Payment.** SBBC will pay Provider \$10,535 for each student annually (\$5,267 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 Provider'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.

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. The projected total cost to the SBBC will not exceed \$210,700 per school year.

2.32 **Inspection of the Provider's Records by SBBC.** Provider 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 Provider's 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 providers or any of the Provider's payees pursuant to this Agreement. Provider'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. Provider'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.

(a) **Provider's Records Defined.** For the purposes of this Agreement, the term "Provider'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.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to the Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide the Provider reasonable advance notice (not less than two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to the Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by the Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the Provider. If the audit discloses billings or charges to which the Provider is not contractually entitled, the Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to the Provider pursuant to this Agreement and such excluded costs shall become the liability of the Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other county, state or federal officials.

2.33 **Notice.** When any of the parties desire to give notice to the other, pursuant to the terms of this agreement, such notice must be in writing, and either personally delivered with a

written receipt obtained or sent by nationally recognized overnight delivery services or registered or certified U.S. Mail, postage prepaid, and return receipt requested, 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: Coordinator, Preschool ESE
Exceptional Student Education Department
1211 NW 33rd Terrace
Fort Lauderdale, Florida 33311

To Baby Boomers International: Director
1735 E. Atlantic Blvd.
Pompano Beach, Florida 33060

With a Copy to: Director
1735 E. Atlantic Blvd.
Pompano Beach, Florida 33060

2.34 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel and volunteers 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider 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 Provider and its personnel. The parties agree that the failure of Provider 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. Provider 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 Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.35 **Indemnification.** 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.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, 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.

B. By Provider: Provider 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 the Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of the Provider or the negligence of the Provider's 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 the Provider, SBBC or otherwise.

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, 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 SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

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

3.16 **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.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

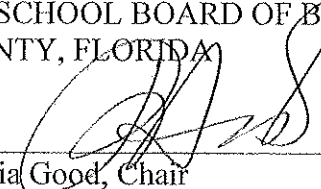
3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

FOR SBBC

(Corporate Seal)

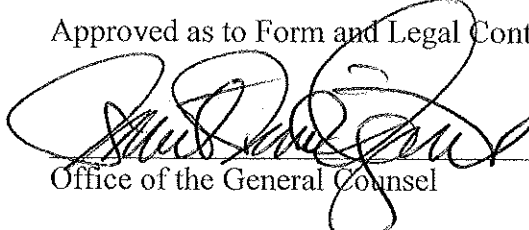
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Patricia Good, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 02/25/14
Office of the General Counsel

FOR BABY BOOMERS INTERNATIONAL PRESCHOOL, INC.

(Corporate Seal)

BABY BOOMERS INTERNATIONAL
PRESCHOOL, INC.

ATTEST:

Jodi D. M...
_____, Secretary

By _____

-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 31st day of
January, 2014 by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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:



Kathy D. Williams

Signature – Notary Public

Kathy D. Williams

Printed Name of Notary

Notary's Commission No.



2014-2015 School Year Closure Dates

September 1st (Monday).....Labor Day
November 7th (Friday)Teacher planning day
November 27th (Thursday) & 28th (Friday).....Thanksgiving Holiday
December 24th (Wednesday).....Christmas Eve
December 25th (Thursday).....Christmas Day
December 31st (Wednesday).....New Year's Eve
January 1, 2015 (Thursday).....New Year's Day
January 19th (Monday).....Martin Luther King Day
February 16th (Monday).....President's Day
May 25th (Monday).....Memorial Day
July 4th (Friday).....Independence Day

AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of April, 2014, 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 "Provider"),
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 prekindergarten children who receive special education; and

WHEREAS, Provider has the capability of providing special education to prekindergarten students with disabilities, and medically fragile students, 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 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2014 and conclude on June 30, 2015.

2.02 **Eligibility**. Prekindergarten student with disabilities and medically fragile school age students with disabilities are determined eligible to attend Provider's program in accordance with meeting the State Board of Education Rules.

2.03 **Teacher Certification**. Provider will make available appropriately certified teachers according to the Florida Course Code Directory, Florida Statutes, and State Board of

Education Rules.

SBBC, if necessary, will provide out-of-field waiver approval for teachers holding a Florida educator's certificate in an area other than Prekindergarten Primary or Preschool Education with authorization from the Cadre Director and Chief Performance and Accountability Officer.

Provider will ensure that the contracted teacher be fingerprinted through Morphotrust USA, LLC and, if the contracted teacher does not already hold a valid FL educator's certificate, that a Certificate Issuance Request form be submitted to the district Certification Department. If the contracted teacher is not certified in one of the aforementioned areas of certification, the Provider must also submit a fully-executed Out-of-Field Agreement form to the district Certification Department.

Require, beginning July 1, 2014, an applicant for renewal of a professional certificate to earn at least one college credit or equivalent inservice points in instruction for teaching students with disabilities.

2.04 Administrative Responsibility. SBBC will assign an Exceptional Student Education designee to be responsible for reporting the instructional FTE and maintaining necessary audit documentation. The Exceptional Student Education designee will authorize payment to the Provider on a monthly basis for eligible exceptional students and be responsible for maintaining audit file for funds paid to Provider from the generated FTE.

Provider will administrate supervision of the instructional and program staff, including providing the Exceptional Student Education designee responsible for reporting the instructional and transportation FTE, with the documentation necessary to generate FTE and to fulfill audit requirements for eligible students.

Provider will adhere to the Office Special Education Programs (OSEP) Child Outcomes Reporting Requirements for Part C and Part B/619 Programs. Florida Department of Education has adopted the Battelle Developmental Inventory-II (BDI-II) as the instrument to gather the outcomes areas for state report. SBBC is responsible for having an assessment tool available to Provider. Provider 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.

2.05 Technical Assistance/Staff Training. SBBC will provide technical assistance to the Provider in interpreting and implementing State Board of Education Rules and School Board policies related to eligibility and placement of students with disabilities, provision of therapy through on site observations, visits, and through speech language, occupational, or physical team meetings.

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

Provider will be responsible for training new staff hired after the initial training. SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

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

Provider 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. Provider will purchase necessary supplies related to the implementation of the health services practices.

All medical information that pertains to any student attending the provider's facility, will be submitted to SBBC Health Services upon request.

Provider will provide Coordinated Student Health Services the transportation schedules of the Medical Fragile student's by the third week of school. Provider will inform CSHS of all changes to the Medical Fragile Student's transportation schedule throughout the school year.

2.07 **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 and placement staffings. Provider will organize, coordinate and conduct IEP meetings, interims and reevaluations on students who are eligible exceptional students as defined in Section 2.02 and are enrolled with the Provider.

2.08 **Program Review/Audit.** SBBC will reserve the right to review the instructional program provided by the Provider, and audit records and bookkeeping procedures in compliance with this contract. A thirty (30) day written notice will be given prior to the audit, which will be conducted within ninety (90) days after the end of the contract period. The written notice and the examination will be conducted by SBBC's Management Audit Department. Upon completion, a copy of the audit will be provided to the Provider.

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

2.09 **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.

2.10 **Preschool Program Design.** Provider will provide a 180-day instructional program starting on 8/18/14 and ending on 6/4/15 for prekindergarten students with disabilities. Prekindergarten 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). SBBC and Provider will mutually agree on the methodology, curriculum and assessment used to instruct preschool children with disabilities.

2.11 **Supervision.** Provider will provide supervision and evaluation of the instructional staff and therapists employed by the Provider.

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

Provider will disseminate information and notify parents/guardians of the availability of training opportunities and parent support groups.

2.13 **Classroom Equipment, Materials & Supplies** Provider will provide appropriate classroom and therapy furniture, equipment, technology, and instructional and evaluation materials and supplies which are developmentally appropriate for preschool students with disabilities.

2.14 **Individual Educational Plan (IEP)** Provider will ensure that an 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 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, Provider or the parent/guardian and conducted upon notification to all parties.

Provider will ensure that the parents of students are invited to participate in IEP meetings and drafts of the IEP are provided at least five day prior to the scheduled IEP meeting.

2.15 **Special Programs and Procedures.** SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

Provider 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.

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

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

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

2.18 **Class Size.** Provider 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 eighteen (18) students in pre-kindergarten. Provider will ensure that pupil/teacher ratios do not exceed 9 to 1 for prekindergarten students with disabilities in the Integrated class and 3 to 1 to 4 to 1 in the self contained classes. Exceptions to these ratios must be mutually agreed upon by the Provider's President/CEO and SBBC Exceptional Student Education (ESE) Director or designee.

2.19 **Attendance/Quarterly Progress Reports.** Provider will report the attendance of the students as directed by the ESE designee who is responsible for reporting the FTE and maintaining audit documentation. In addition, quarterly progress reports on the student's progress in meeting the educational goals shall be developed for each student and sent to the parent on a quarterly basis.

2.20 Health/Safety Standards and Legal Compliance. Provider will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. Provider 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, NFPA 101; Life Safety 101, Section 4A-36, F.A.C and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to Provider representative with the first invoice. Provider shall abate any violations cited in the aforementioned reports within the time limits prescribed by the inspecting agency.

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

Provider 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.

Provider 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.

2.21 Therapy Services. Provider 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 or speech language assistant as needed to implement IEPs, with no out-of-field waivers permitted. The supervising occupational or physical therapists and speech language pathologists must attend all IEP meetings and perform all evaluations including the BDI-II for exiting preschoolers.

Provider 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.

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

Provider will provide occupational and physical therapy and speech-language evaluations on students who may be eligible for an exceptional education program who are enrolled with the Provider as defined by Section 2.02.

2.22 Substitutes. Provider 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.

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

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

2.24 **Early Release.** Provider will provide six (6) early release days to coincide with SBBC's approved 2014-2015 calendar. Provider will implement a program of staff development activities on those days as set forth on **Exhibit A**.

2.25 **Publicity.** Provider 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.

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

2.27 **Certificate of Insurance.** Before the first day of the 2014-2015 school year, Provider will furnish SBBC with a certificate of insurance naming SBBC its members, officers, employees and agents as additional insured and provide the endorsement number on the certificate. In addition, the Provider will provide SBBC with a new certificate of insurance after each renewal. The certificate will include that all liability policies are primary of all other valid and collectable coverage maintained by SBBC. Provider shall provide thirty (30) days prior written notice of cancellation or material change in coverage to SBBC Risk Management Division. The coverage shall be provided by companies licensed to write insurance in the State of Florida and must be rated at least A-VI by AM Best or As3 by Moody Investor Service 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)
Sexual Abuse/Molestation Liability	One million dollars (\$1,000,000)

If Provider does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. A signed Affidavit must be furnished to SBBC indicating the following: Provider does not own any vehicles. In the event Provider acquires any vehicles throughout the term of this agreement. Provider agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

Prior the Provider's Certificate of Insurance reaching it's expiration, the Provider will provide SBBC with an updated certificate of Insurance renewal.

2.28 **EdPlan.** Provider will make available a meeting room with Internet access to be used to access Easy IEP during all IEP meetings and a projector to display the IEP at the staffing.

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

2.30 Payment. SBBC will pay Provider \$15,715 for each student annually (\$7,857 per semester) for each student for the 180 day program who is determined eligible as a prekindergarten student with disabilities and medically fragile students according to State Board of Education Rules and who is enrolled in membership and in attendance at the providers special education program during each of the FTE survey periods. SBBC will pay Provider \$10,535 for each student annually (\$5,267 per semester) that is educated in a general education preschool setting. 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. Provider will receive the pro rata rate of the student allocation for each student meeting and receiving ESY instruction. SBBC will pay the amount agreed upon and named in this contract within thirty (30) days of receipt of the invoice.

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 July 1, 2014 to June 30, 2015. The projected total cost to the SBBC not to exceed \$2,797,830.

For transportation, Provider 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 (30) days of receipt of the invoice. Invoices will be mailed to: The Department of Pupil Transportation, 3895 NW Tenth Avenue, Ft. Lauderdale, FL 33309.

2.31 Transportation. SBBC will contract with Provider to provide pupil transportation services for eligible exceptional students as defined in Section 2.02. SBBC will pay \$32.24 per student per day to and from school.

Provider 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 the Provider.
 - b. Return from the Provider 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 the Provider.

- 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 the Provider or a volunteer at the providers 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. Provider 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. Provider 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, car 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. Provider 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. Provider 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 Provider 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 Provider's fiscal year.
 - d. If at any time an employee of the Provider 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 Provider 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. Provider 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. Provider may be required to commission additional vehicles and employ additional drivers and attendants to endure compliance with this provision.
 - h. Provider 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. Provider 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 Provider 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 relates to drug testing, when employing bus operators for the purpose of transporting students the provider 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, Provider shall require bus operators to go through a minimum of eight hours of inservice training annually.

9. Schedule transportation services to accommodate SBBC six approved Early Release Days.

2.32 **Inspection of the Provider's Records by SBBC.** Provider 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 Provider's 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 providers or any of the Provider's payees pursuant to this Agreement. Provider'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. Provider'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.

(a) **Provider's Records Defined.** For the purposes of this Agreement, the term "Provider'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.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to the Provider pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide the Provider reasonable advance notice (not less than two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to the Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall

constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by the Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the Provider. If the audit discloses billings or charges to which the Provider is not contractually entitled, the Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to the Provider pursuant to this Agreement and such excluded costs shall become the liability of the Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other county, state or federal officials.

2.33 Notice. When any of the parties desire to give notice to the other, pursuant to the terms of this agreement, such notice must be in writing, and either personally delivered with a written receipt obtained or sent by nationally recognized overnight delivery services or registered or certified U.S. Mail, postage prepaid, and return receipt requested, 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: Coordinator, Preschool ESE
Exceptional Student Education Department
1211 NW 33rd Terrace
Fort Lauderdale, Florida 33311

To Broward Children's Center: CEO
200 Southwest 19th Avenue
Pompano Beach, Florida 33060

With a Copy to: CEO
200 Southwest 19th Avenue

2.34 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel and volunteers 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider 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 Provider and its personnel. The parties agree that the failure of Provider 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. Provider 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 Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.35 **Indemnification.** 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.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, 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.

B. By Provider: Provider 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 the Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of the Provider or the negligence of the Provider's 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 the Provider, SBBC or otherwise.

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, 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 SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the other party for all services rendered through the effective date of termination.

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.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If

SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **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.

3.10 **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.

3.11 **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.

3.12 **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.

3.13 **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.

3.14 **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.

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

3.16 **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.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **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

By 
Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

03/25/14

FOR BROWARD CHILDREN'S CENTERS, INC.

(Corporate Seal)

BROWARD CHILDREN'S CENTERS,
INC.

ATTEST:

By Margorie Evans, CEO

_____, Secretary

-or-

[Signature]
Witness

Faye Wright-Simpson
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

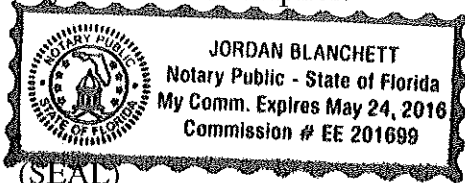
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14 day of
February, 2014 by Margorie Evans of

Name of Person
Broward Children's Center, Inc., on behalf of the corporation/agency.
Name of Corporation or Agency

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:



Jordan Blanchett
Signature - Notary Public

Jordan Blanchett
Printed Name of Notary

EE 201699
Notary's Commission No.

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

First Quarter

Monday, August 11, 2014
Tuesday, August 12, 2014
Wednesday, August 13, 2014
Thursday, August 14, 2014
Friday, August 15, 2014
Monday, August 18, 2014
Monday, September 01, 2014
Thursday, September 18, 2014
Thursday, September 18, 2014
Thursday, September 25, 2014
Thursday, October 23, 2014
Friday, October 24, 2014

Employee Planning - 1
Employee Planning - 2
Employee Planning - 3
Employee Planning - 4
Employee Planning - 5
Start 1st Quarter - (47 Days)
Holiday - 1
Early Release - 1
Interim Reports Issued
Day Off
Early Release - 2
Employee Planning - 6

Start 2nd Quarter (34 Days)
Employee Planning - 7
Holiday - 2
Report Cards Issued for First Quarter
Interim Reports Issued
Day Off
Holiday - 3
Day Off
Early Release - 3
End 2nd 9 Weeks
Employee Planning - 8
Day Off
Day Off
Day Off
Day Off
Day Off
Day Off
Day Off
Third Quarter
Day Off Monday, January 05
Holiday - 4 Monday, January 19
Day Off Wednesday, January 21

Monday, October 27, 2014
 Tuesday, November 04, 2014
 Tuesday, November 11, 2014
 Thursday, November 13, 2014
 Thursday, November 20, 2014
 Wednesday, November 26, 2014
 Thursday, November 27, 2014
 Friday, November 28, 2014
 Thursday, December 18, 2014
 Thursday, December 18, 2014
 Friday, December 19, 2014
 Monday, December 22, 2014
 Tuesday, December 23, 2014
 Wednesday, December 24, 2014
 Thursday, December 25, 2014
 Friday, December 26, 2014
 Monday, December 29, 2014
 Tuesday, December 30, 2014
 Wednesday, December 31, 2014
 Thursday, January 01, 2015
 Friday, January 02, 2015

Third Quarter

Monday, January 05, 2015
Monday, January 19, 2015
Wednesday, January 21, 2015
Tuesday, February 10, 2015
Monday, February 16, 2015
Thursday, February 26, 2015
Thursday, March 19, 2015
Thursday, March 19, 2015
Friday, March 20, 2015
Monday, March 23, 2015
Tuesday, March 24, 2015
Wednesday, March 25, 2015
Thursday, March 26, 2015
Friday, March 27, 2015

Start 3rd Quarter (52 Days)
Day Off
Report Cards Issued for Second Quarter
Interim Reports Issued
Holiday - 5
Early Release - 4
Early Release - 5
End 3rd 9 Weeks
Employee Planning - 9
Day Off
Day Off
Day Off
Day Off
Day Off

Monday, March 30, 2015
Friday, April 03, 2015
Wednesday, April 15, 2015
Thursday, April 30, 2015
Monday, May 25, 2015
Thursday, June 04, 2015
Thursday, June 04, 2015
Friday, June 05, 2015
Wednesday, June 24, 2015

Start 4th Quarter (47 Days)
Day Off
Report Cards Issued for Third Quarter
Interim Reports Issued
Holiday - 6
Early Release - 6
Last Day of School
Employee Planning - 1.0
Report Cards Issued for Fourth Quarter



AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of April, 2014, 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

NORTH LAUDERDALE EDUCATIONAL CENTERS, INC.

(hereinafter referred to as "Provider")
1520 S. Powerline Road
Deerfield Beach, Florida 33442

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

WHEREAS, Provider has the capability of providing special education to 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 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2014 and conclude on June 30, 2015.

2.02 **Eligibility.** Pre-Kindergarten students with disabilities eligible to attend Provider's program in accordance with meeting the State Board of Education Rules.

2.03 **Teacher Certification.** Provider will make available appropriately certified teachers according to the Florida Course Code Directory, Florida Statutes, and State Board of Education Rules.

SBBC, if necessary, will provide out-of-field waiver approval for teachers holding a Florida educator's certificate in an area other than Prekindergarten Primary or Preschool Education with authorization from the Cadre Director and Chief Performance and Accountability Officer.

Provider will ensure that the contracted teacher be fingerprinted through Morphotrust USA, LLC and, if the contracted teacher does not already hold a valid FL educator's certificate, that a Certificate Issuance Request form be submitted to the district Certification Department. If the contracted teacher is not certified in one of the aforementioned areas of certification, the Provider must also submit a fully-executed Out-of-Field Agreement form to the district Certification Department.

Require, beginning July 1, 2014, an applicant for renewal of a professional certificate to earn at least one college credit or equivalent inservice points in instruction for teaching students with disabilities.

2.04 Administrative Responsibility. SBBC will assign an Exceptional Student Education designee to be responsible for reporting the instructional FTE and maintaining necessary audit documentation. The Exceptional Student Education designee will authorize payment to the Provider on a monthly basis for eligible exceptional students and be responsible for maintaining audit file for funds paid to Provider from the generated FTE.

Provider will administrate supervision of the instructional and program staff, including providing the Exceptional Student Education designee responsible for reporting the instructional and transportation FTE, with the documentation necessary to generate FTE and to fulfill audit requirements for eligible students.

Provider will adhere to the Office Special Education Programs (OSEP) Child Outcomes Reporting Requirements for Part C and Part B/619 Programs. Florida Department of Education has adopted the Battelle Developmental Inventory-II (BDI-II) as the instrument to gather the outcomes areas for state report. SBBC is responsible for having an assessment tool available to Provider. Provider 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.

2.05 Technical Assistance/Staff Training. SBBC will provide technical assistance to the Provider in interpreting and implementing State Board of Education Rules and School Board policies related to eligibility and placement of students with disabilities, provision of therapy through on site observations, visits, and through speech language, occupational, or physical team meetings.

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

Provider will be responsible for training new staff hired after the initial training. SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

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

Provider 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. Provider will purchase necessary supplies related to the implementation of the health services practices.

Provider will submit detailed health documentation including nursing care plan relevant to the student's medical diagnosis. Provider will ensure there is Professional Registered Nurse clinical supervision for Licensed Practical Nurses (LPN) who are hired by the provider.

Provider will provide Coordinated Student Health Services the transportation schedules of the Medical Fragile student's by the third week of school. Provider will inform CSHS of all changes to the Medical Fragile Student's transportation schedule throughout the school year.

2.07 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 and placement staffings. Provider will organize, coordinate and conduct IEP meetings, interims and reevaluations on students who are eligible exceptional students as defined in Section 2.02 and are enrolled with the Provider.

2.08 Program Review/Audit. SBBC will reserve the right to review the instructional program provided by the Provider, and audit records and bookkeeping procedures in compliance with this contract. A thirty (30) day written notice will be given prior to the audit, which will be conducted within ninety (90) days after the end of the contract period. The written notice and the examination will be conducted by SBBC's Management Audit Department. Upon completion, a copy of the audit will be provided to the Provider.

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

2.09 Transportation. SBBC will provide transportation for eligible students with disabilities as defined in Section 2.02.

SBBC will schedule transportation services for students with disabilities to accommodate SBBC's six 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.

2.11 Preschool Program Design. Provider will provide a 180-day instructional program starting on 8/18/14 and ending on 6/4/15 for prekindergarten students with disabilities. Prekindergarten 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). SBBC and Provider will mutually agree on the methodology, curriculum and assessment used to instruct preschool children with disabilities.

2.12 **Supervision.** Provider will provide supervision and evaluation of the instructional staff and therapists employed by the Provider.

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

Provider will disseminate information and notify parents/guardians of the availability of training opportunities and parent support groups.

2.14 **Classroom Equipment, Materials & Supplies** Provider will provide appropriate classroom and therapy furniture, equipment, technology, and instructional and evaluation materials and supplies which are developmentally appropriate for preschool students with disabilities.

2.15 **Individual Educational Plan (IEP)** Provider will ensure that an IEP 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 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, Provider or the parent/guardian and conducted upon notification to all parties.

Provider will ensure that the parents of students are invited to participate in IEP meetings and drafts of the IEP are provided at least five day prior to the scheduled IEP meeting.

2.16 **Special Programs and Procedures.** SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

Provider 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.

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

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

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

2.19 **Class Size.** Provider 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 eighteen (18) students in pre-kindergarten. Provider will ensure that pupil/instructional ratios do not exceed 9 to 1. The Provider's President/CEO and SBBC Exceptional Student Education (ESE) Director or designee must mutually agree upon exceptions to these ratios.

2.20 **Attendance/Quarterly Progress Reports.** Provider will report the attendance of the students as directed by the ESE designee who is responsible for reporting the FTE and maintaining audit documentation. In addition, quarterly progress reports on the student's progress in meeting the educational goals shall be developed for each student and sent to the parent on a quarterly basis.

2.21 **Health/Safety Standards and Legal Compliance.** Provider will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. Provider 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, NFPA 101; Life Safety 101, Section 4A-36, F.A.C and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to Provider representative with the first invoice. Provider shall abate any violations cited in the aforementioned reports within the time limits prescribed by the inspecting agency.

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

Provider 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.

Provider 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.

2.22 **Therapy Services.** Provider 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 or speech language assistant as needed to implement IEPs, with no out-of-field waivers permitted. The supervising occupational or physical therapists and speech language pathologists must attend all IEP meetings and perform all evaluations including the BDI-II for exiting preschoolers.

Provider 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.

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

Provider will provide occupational and physical therapy and speech-language evaluations on students who may be eligible for an exceptional education program who are enrolled with the Provider as defined by Section 2.02.

2.23 **Substitutes.** Provider 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.

2.24 **Food Services.** SBBC will make available to the Provider the district's food services program for students to purchase or to participate in the free and reduced breakfast and

lunch program when eligible. Provider will ensure that refrigeration is available for students' lunches brought from home.

2.25 **Early Release.** Provider will provide six (6) early release days to coincide with SBBC's approved 2014-2015 calendar. Provider will implement a program of staff development activities on those days as set forth on **Exhibit A**.

2.26 **Publicity.** Provider 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.

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

2.28 **Certificate of Insurance.** Before the first day of the 2014-2015 school year, Provider will furnish SBBC with a certificate of insurance naming SBBC its members, officers, employees and agents as additional insured and provide the endorsement number on the certificate. In addition, the Provider will provide SBBC with a new certificate of insurance after each renewal. The certificate will include that all liability policies are primary of all other valid and collectable coverage maintained by SBBC. Provider shall provide thirty (30) days prior written notice of cancellation or material change in coverage to SBBC Risk Management Division. The coverage shall be provided by companies licensed to write insurance in the State of Florida and must be rated at least A-VI by AM Best or As3 by Moody Investor Service 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)
Sexual Abuse/Molestation Liability	One million dollars (\$1,000,000)

If Provider does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. A signed Affidavit must be furnished to SBBC indicating the following: Provider does not own any vehicles. In the event Provider acquires any vehicles throughout the term of this agreement. Provider agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

Prior the Provider's Certificate of Insurance reaching it's expiration, the Provider will provide SBBC with an updated certificate of Insurance renewal.

2.29 **EdPlan.** Provider will make available a meeting room with Internet access to be used to access Easy IEP during all IEP meetings and a projector to display the IEP at the staffing.

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

2.31 **Payment.** SBBC will pay Provider \$10,535 for each student annually (\$5,267 per semester) 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 the Provider's special education program during each of the FTE survey periods. A maximum of ninety-nine (99) preschool aged students with disabilities will be enrolled during the contract period. Provider, monthly, will pay SBBC school site directly 10% of their generated fees that they receive for the general education students at each of SBBC school sites. Provider 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. Providers 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. If during the term of this contract the State of Florida reduces the amount receives under the Florida Educational Finance program of more than 3%, a pro-rata reduction will be passed on to the contracting agency. The projected total cost to the SBBC is not to exceed \$1,042,965 for ninety-nine (99) preschool students with special needs per school year.

2.32 **Inspection of the Provider's Records by SBBC.** Provider 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 Provider's 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 providers or any of the Provider's payees pursuant to this Agreement. Provider'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. Provider'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.

(a) **Provider's Records Defined.** For the purposes of this Agreement, the term "Provider'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.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to the Provider pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide the Provider reasonable advance notice (not less than two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to the Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by the Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the Provider. If the audit discloses billings or charges to which the Provider is not contractually entitled, the Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to the Provider pursuant to this Agreement and such excluded costs shall become the liability of the Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other county, state or federal officials.

2.33 **Notice.** When any of the parties desire to give notice to the other, pursuant to the terms of this agreement, such notice must be in writing, and either personally delivered with a written receipt obtained or sent by nationally recognized overnight delivery services or registered or certified U.S. Mail, postage prepaid, and return receipt requested, 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:

Coordinator, Preschool ESE
Exceptional Student Education Department
1211 NW 33rd Terrace
Fort Lauderdale, Florida 33311

**To North Lauderdale
Educational Centers, Inc.:**

President
1520 South Powerline Road
Deerfield Beach, Florida 33442

With a Copy to:

President
1520 South Powerline Road
Deerfield Beach, Florida 33442

2.34 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel and volunteers 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider 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 Provider and its personnel. The parties agree that the failure of Provider 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. Provider 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 Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.35 **Indemnification.** 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.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, 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.

B. By Provider: Provider 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 the Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of the Provider or the negligence of the Provider's 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 the Provider, SBBC or otherwise.

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, 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 SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

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

3.16 **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.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **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

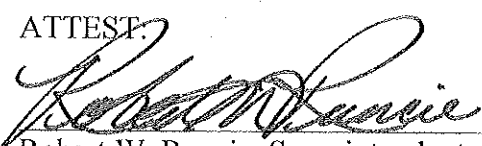
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By

Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

03/25/14

FOR NORTH LAUDERDALE EDUCATIONAL CENTERS, INC.

(Corporate Seal)

ATTEST:

NORTH LAUDERDALE EDUCATIONAL
CENTERS, INC.

By

_____, Secretary

-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 5 day of
February, 2014 by David Wadnek of

Name of Person

North Lauderdale Educational Centers on behalf of the corporation/agency.

Name of Corporation or Agency

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:



Signature – Notary Public

Elissa Hutshneker
Printed Name of Notary

7/28/14
Notary's Commission No.

2014-2015 School Calendar - SYNOPSIS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Exhibit A

First Quarter

Monday, August 11, 2014	Employee Planning - 1
Tuesday, August 12, 2014	Employee Planning - 2
Wednesday, August 13, 2014	Employee Planning - 3
Thursday, August 14, 2014	Employee Planning - 4
Friday, August 15, 2014	Employee Planning - 5
Monday, August 18, 2014	Start 1st Quarter - (47 Days)
Monday, September 01, 2014	Holiday - 1
Thursday, September 18, 2014	Early Release - 1
Thursday, September 18, 2014	Interim Reports Issued
Thursday, September 25, 2014	Day Off
Thursday, October 23, 2014	Early Release - 2
Friday, October 24, 2014	Employee Planning - 6

Second Quarter

Monday, October 27, 2014	Start 2nd Quarter (34 Days)
Tuesday, November 04, 2014	Employee Planning - 7
Tuesday, November 11, 2014	Holiday - 2
Thursday, November 13, 2014	Report Cards Issued for First Quarter
Thursday, November 20, 2014	Interim Reports Issued
Wednesday, November 26, 2014	Day Off
Thursday, November 27, 2014	Holiday - 3
Friday, November 28, 2014	Day Off
Thursday, December 18, 2014	Early Release - 3
Thursday, December 18, 2014	End 2nd 9 Weeks
Friday, December 19, 2014	Employee Planning - 8
Monday, December 22, 2014	Day Off
Tuesday, December 23, 2014	Day Off
Wednesday, December 24, 2014	Day Off
Thursday, December 25, 2014	Day Off
Friday, December 26, 2014	Day Off
Monday, December 29, 2014	Day Off
Tuesday, December 30, 2014	Day Off
Wednesday, December 31, 2014	Day Off
Thursday, January 01, 2015	Holiday - 4
Friday, January 02, 2015	Day Off

Third Quarter

Monday, January 05, 2015	Start 3rd Quarter (52 Days)
Monday, January 19, 2015	Day Off
Wednesday, January 21, 2015	Report Cards Issued for Second Quarter
Tuesday, February 10, 2015	Interim Reports Issued
Monday, February 16, 2015	Holiday - 5
Thursday, February 26, 2015	Early Release - 4
Thursday, March 19, 2015	Early Release - 5
Thursday, March 19, 2015	End 3rd 9 Weeks
Friday, March 20, 2015	Employee Planning - 9
Monday, March 23, 2015	Day Off
Tuesday, March 24, 2015	Day Off
Wednesday, March 25, 2015	Day Off
Thursday, March 26, 2015	Day Off
Friday, March 27, 2015	Day Off

Fourth Quarter

Monday, March 30, 2015	Start 4th Quarter (47 Days)
Friday, April 03, 2015	Day Off
Wednesday, April 15, 2015	Report Cards Issued for Third Quarter
Thursday, April 30, 2015	Interim Reports Issued
Monday, May 25, 2015	Holiday - 6
Thursday, June 04, 2015	Early Release - 6
Thursday, June 04, 2015	Last Day of School
Friday, June 05, 2015	Employee Planning - 10
Wednesday, June 24, 2015	Report Cards Issued for Fourth Quarter

AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of April, 2014, 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

NOVA SOUTHEASTERN UNIVERSITY, INC.

On behalf of its Baudhuin Preschool
(hereinafter referred to as "Provider"),
whose principal place of business is
3301 College Avenue, Fort Lauderdale, Florida 33314

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

WHEREAS, Provider has the capability of providing special education to 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 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2014 and conclude on June 30, 2015.

2.02 **Eligibility**. Pre-Kindergarten students with disabilities eligible to attend Provider's program in accordance with meeting the State Board of Education Rules.

2.03 **Teacher Certification**. Provider will make available appropriately certified teachers according to the Florida Course Code Directory, the Florida Statutes, and State Board of

Education rules.

SBBC, if necessary, will provide out-of-field waiver approval for teachers holding a Florida educator's certificate in an area other than Prekindergarten Primary or Preschool Education with authorization from SBBC's Cadre Director and Chief Performance and Accountability Officer.

Provider will ensure that the contracted teacher be fingerprinted through Morphotrust USA, LLC and, if the contracted teacher does not already hold a valid Florida educator's certificate, that a Certificate Issuance Request form be submitted to the SBBC Certification Department. If the contracted teacher is not certified in one of the aforementioned areas of certification, the Provider must also submit a fully-executed Out-of-Field Agreement form to the district Certification Department.

Beginning July 1, 2014, Provider shall require that an applicant for renewal of a professional certificate earn at least one college credit or equivalent in-service points in instruction for teaching students with disabilities.

2.04 Administrative Responsibility. The director of SBBC's Department of Exceptional Student Education (ESE) will assign a designee (the name of such person to be furnished in writing to Provider) to be responsible for reporting the instructional Full Time Equivalent (FTE) and maintaining necessary audit documentation. The Exceptional Student Education designee will authorize payment to the Provider on a monthly basis for eligible exceptional students and be responsible for maintaining audit file for funds paid to Provider from the generated FTE.

Provider is responsible for the supervision of the instructional and program staff, including providing the Exceptional Student Education designee responsible for reporting the instructional and transportation FTE, with the documentation necessary to generate FTE and to fulfill audit requirements for eligible students.

Provider will adhere to the Office Special Education Programs Child Outcomes Reporting Requirements for Part C and Part B/619 Programs. Florida Department of Education has adopted the Battelle Developmental Inventory-II (BDI-II) as the instrument to gather the outcomes areas for state report. SBBC is responsible for having an assessment tool available to Provider. Provider 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.

2.05 Technical Assistance/Staff Training. SBBC will provide technical assistance to the Provider in interpreting and implementing State Board of Education Rules and School Board policies related to eligibility and placement of students with disabilities, provision of therapy through on site observations, visits, and through speech language, occupational, or physical team meetings.

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

Provider will be responsible for training new staff hired after the initial training. SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

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

Provider 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. Provider will purchase necessary supplies related to the implementation of the health services practices.

Provider will submit detailed health documentation including any required nursing care plan relevant to the student's medical diagnosis. Provider will ensure that there is Professional Registered Nurse clinical supervision for Licensed Practical Nurses (LPN) who are hired by the provider.

Provider will furnish to SBBC's Coordinated Student Health Services the transportation schedules of the Medical Fragile student's by the third week of school. Provider will inform CSHS of all changes to the Medical Fragile Student's transportation schedule throughout the school year.

2.07 Staffings. SBBC will provide a person who is qualified to be the designee of the Director of SBBC's Department of Exceptional Student Education to attend all initial eligibility and placement staffings. Provider will organize, coordinate and conduct IEP (as hereinafter defined) meetings, interims and reevaluations on students who are eligible exceptional students as defined in Section 2.02 and are enrolled with the Provider.

2.08 Program Review/Audit. SBBC will reserve the right to review the instructional program provided by the Provider, and audit records and bookkeeping procedures in compliance with this Agreement. A thirty (30) day written notice will be given prior to any such review. In conducting such review, and/or audit, SBBC will not interfere with the business operations of Provider. Upon completion, a copy of the audit will be provided to the Provider.

2.09 Transportation. SBBC will provide transportation for eligible students with disabilities as defined in Section 2.02.

SBBC will schedule transportation services for students with disabilities to accommodate SBBC's six (6) 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.

2.11 Preschool Program Design. Provider will provide a 180-day instructional program starting on 8/18/14 and ending on 6/4/15 for prekindergarten students with disabilities. Prekindergarten 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). SBBC and Provider will mutually agree on the methodology, curriculum and assessment used to instruct preschool children with disabilities.

2.12 **Supervision.** Provider will provide supervision and evaluation of the instructional staff and therapists employed by the Provider.

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

Provider will disseminate information and notify parents/guardians of the availability of training opportunities and parent support groups.

2.14 **Classroom Equipment, Materials & Supplies** Provider will provide appropriate classroom and therapy furniture, equipment, technology, and instructional and evaluation materials and supplies which are developmentally appropriate for preschool students with disabilities.

2.15 **Individual Educational Plan (IEP)** Provider will ensure that an 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 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, Provider or the parent/guardian and conducted upon notification to all parties.

Provider will ensure that the parents of students are invited to participate in IEP meetings and drafts of the IEP are provided at least five (5) days prior to the scheduled IEP meeting.

2.16 **Special Programs and Procedures.** SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

Provider 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.

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

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

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

2.19 **Class Size.** Provider will adhere to the Florida Department of Education's Class Size Reduction Amendment. Such amendment sets the maximum number of students assigned to each teacher is eighteen (18) students in pre-kindergarten. Provider will ensure that pupil/instructional ratios do not exceed 4 to 1 for prekindergarten students with disabilities in a self-contained class or 9 to 1 for an Integrated class. The Dean of the Provider's Mailman Segal

Center for Human Development and SBBC's director or designee of the Department of Exceptional Student Education must agree upon exceptions to these ratios.

2.20 Attendance/Quarterly Progress Reports. Provider will report the attendance of the students as directed by the ESE designee who is responsible for reporting the FTE and maintaining audit documentation. In addition, quarterly progress reports on the student's progress in meeting the educational goals shall be developed for each student and sent to the parent on a quarterly basis.

2.21 Health/Safety Standards and Legal Compliance. Provider will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. Provider 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, NFPA 101; Life Safety 101, Section 4A-36, F.A.C and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to Provider representative with the first invoice. Provider shall abate any violations cited in the aforementioned reports within the time limits prescribed by the inspecting agency.

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

Provider 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.

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

Provider 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.

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

Provider will provide occupational and physical therapy and speech-language evaluations on students who may be eligible for an exceptional education program who are enrolled with the Provider as defined by Section 2.02.

2.23 Substitutes. Provider 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.

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

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

2.25 **Early Release.** Provider will provide six (6) early release days to coincide with SBBC's approved 2014-2015 calendar. Provider will implement a program of staff development activities on those days as set forth on **Exhibit A** attached hereto and made a part of hereof.

2.26 **Publicity.** Provider 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.

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

2.28 **Certificate of Insurance.** Before the first day of the 2014-2015 school year, Provider will furnish SBBC with a certificate of insurance naming SBBC its members, officers, employees and agents as additional insured and provide the endorsement number on the certificate. The certificate will include that all liability policies are primary of all other valid and collectable coverage maintained by SBBC. Provider shall provide thirty (30) days prior written notice of cancellation or material change in coverage to SBBC Risk Management Division. Such coverage provided by Provider may be offered via commercial insurance, self-insurance, a captive or some combination thereof. If the coverage will be provided via commercial insurance, the coverage shall be provided by companies licensed to write insurance in the State of Florida and must be rated at least A-VI by AM Best or As3 by Moody Investor Service in amounts not less than:

Workers' 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)
Sexual Abuse/Molestation Liability	One million dollars (\$1,000,000)

If Provider does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. A signed Affidavit must be furnished to SBBC indicating the following: Provider does not own any vehicles. In the event Provider acquires any vehicles throughout the term of this agreement. Provider agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

SBBC shall maintain auto liability insurance in a minimum amount of One million dollars (\$1,000,000) per occurrence combined single limit for its owned, hired and non-owned vehicles. Without in any way limiting the generality and applicability of the foregoing, SBBC's auto

insurance shall apply to the school buses and other vehicles SBBC uses to transport students to and from NSU pursuant to this Agreement, SBBC shall also maintain (i) workers' compensation insurance in accordance with the laws of the state of Florida, and (ii) commercial general liability insurance in an amount no less than Seven Hundred Thousand Dollars (\$700,000) per occurrence with a private insurance company plus Three Hundred Thousand Dollars (\$300,00) per occurrence on a self-insured basis for a total of One Million Dollars (\$1,000,000) per occurrence. SBBC shall (i) provide to NSU thirty (30) days prior written notice of any cancellation of or reduction or other material change in coverage, and (ii) provide to NSU a certificate of insurance evidencing this coverage and renewal certificates prior to the expiration of any such policy.

Within ten (10) days after the expiration of any policy, Provider shall furnish to SBBC a renewal or new certificate of insurance as the case may be.

2.29 **EdPlan.** Provider will make available a meeting room with Internet access to be used to access Easy IEP during all IEP meetings and a projector to display the IEP at the staffing.

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

2.31 **Payment.** SBBC will pay Provider \$18,503 for each student annually (\$9,251 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 the Provider'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 made by SBBC within the time indicated by the Florida Prompt Payment Act. Payment will be provided for the instructional program which includes classroom instruction and therapy services for a maximum of 25 hours per student. Provider will receive the pro-rata rate of the student allocation for each student meeting the receiving ESY instruction.

If during the term of this agreement 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. In the event Provider violates any State law, State Board of Education rule, SBBC policy, Provider shall reimburse SBBC for the full amount of the loss. This provision shall remain in force, even if the Agreement is terminated, for a period of three (3) years or until all state and federal audits are conducted whichever occurs first. The total cost to SBBC shall not exceed \$2,497,905, unless this agreement is amended by the parties.

2.32 Inspection of the Provider's Records by SBBC. Provider 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 Provider's Records (as hereinafter defined), 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 providers or any of the Provider's payees pursuant to this Agreement. Provider'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. Any such SBBC audit, inspection, examination, evaluation and/or reproduction shall be done by SBBC employees and shall not interfere with the business operations of Provider. Provider'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.

(a) **Provider's Records Defined.** For the purposes of this Agreement, the term "Provider'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.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the earlier of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to the Provider pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall furnish Provider reasonable advance notice (not less than two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to the Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall

constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by the Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the Provider. If the audit discloses billings or charges to which the Provider is not contractually entitled, the Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to the Provider pursuant to this Agreement and such excluded costs shall become the liability of the Provider.

2.33 Audits by Governmental Agencies. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the U.S. Department of Education, Florida Department of Education, Florida Auditor General, or by any other county, state or federal officials. If the School Board of Broward County receives notice of a funding adjustment levied by the State of Florida or other agency, as a consequence of deficiencies or inaccuracies reported following an audit or examination of the qualifications of the Baudhuin School's teachers, services provided by the Baudhuin School to SBBC students, or documentation required by law, rule, or regulation which is prepared by Baudhuin School personnel, SBBC shall deduct such assessed amount from the next available payment otherwise due to the Baudhuin School. If the assessment is charged near the end or after the term of this contract, when no further payments are due to the Baudhuin School, the Baudhuin School will reimburse the full amount to SBBC within thirty days.

2.34 Notice. When any of the parties desire to give notice to the other, pursuant to the terms of this agreement, such notice must be in writing, and either personally delivered with a written receipt obtained or sent by nationally recognized overnight delivery services or registered or certified U.S. Mail, postage prepaid, and return receipt requested, 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:

Coordinator, Preschool ESE

Exceptional Student Education Department
1211 NW 33rd Terrace
Fort Lauderdale, Florida 33311

To NSU:

President, Nova Southeastern University
3301 College Avenue
Fort Lauderdale, Florida 33314

With a Copy to:

Dean
Mailman Segal Center for Human Development
3301 College Avenue
Fort Lauderdale, Florida 33314

2.35 Background Screening. Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel and volunteers 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider 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 Provider and its personnel. The parties agree that the failure of Provider 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. Provider 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 Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.36 Indemnification. 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.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence or employees acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Provider: Provider, except as provided for in the last sentence of this Section, 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 (i) the services furnished by the Provider, its agents or employees, (ii) the vehicles of Provider, its agents or employees while such vehicles are on premises owned or controlled by SBBC in connection with this Agreement, or (iii) the negligence of the Provider or the negligence of the Provider's agents when acting within the scope of their employment in connection with this Agreement, 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 the Provider, SBBC or otherwise. Provider shall have no indemnification-related obligations to the extent any claim arises out of or results from the acts or omissions of the SBBC, its agents, employees or contractors.

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 SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

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, the non-defaulting party upon thirty (30) days notice may terminate this Agreement. 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.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 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.

3.09 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

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

3.16 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.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **Survival.** The following shall survive the expiration or termination of this Agreement: (i) All representations and warranties made herein, (ii) indemnification obligations, (iii) obligations to reimburse SBBC, (iv) SBBC's obligation to pay Provider through the effective date of termination, (v) SBBC's right to audit records, (vi) obligations to maintain the

confidentiality of records, (vii) reporting requirements, and (viii) obligations to return public funds shall survive the termination of this Agreement.

3.25 **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

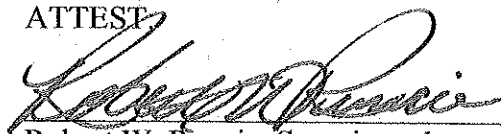
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 

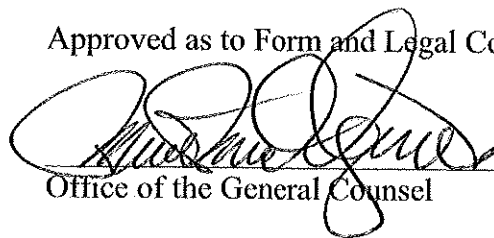
Patricia Good, Chair

ATTEST



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

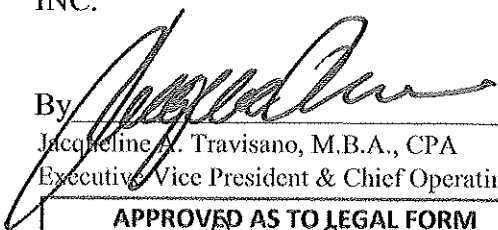
 03/24/14
Office of the General Counsel

FOR NOVA SOUTHEASTERN UNIVERSITY, INC.

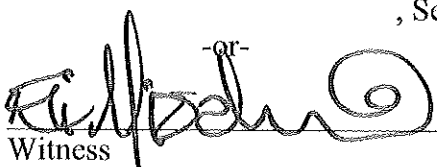
(Corporate Seal)

NOVA SOUTHEASTERN UNIVERSITY,
INC.



ATTEST:

By 
Jacqueline A. Travisano, M.B.A., CPA
Executive Vice President & Chief Operating Officer

_____, Secretary

-or-

Witness


Witness

APPROVED AS TO LEGAL FORM	
Signature:	<u></u>
Print Name:	<u>Joel Berman, Esq.</u> Vice President, Office of Legal Affairs
APPROVED AS TO BUSINESS CONTENT	
Signature:	<u></u>
Print Name:	<u>Susan Kabot, EdD, CCC-SLP</u> Executive Director, The Autism Institute

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 March, 2014 by Jacqueline Travisano of Nova Southeastern University (NSU) on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

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:




Signature – Notary Public

SHIRLEY NAIDOO
Printed Name of Notary

Notary's Commission No.



School Year 2014 - 2015

July, 2014

0 Work Days School 0

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Last Day of School

August, 2014

15 Work Days School 10

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

September, 2014

20 Work Days School 20

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October, 2014

End 1st 9 weeks

23 Work Days School 22

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

November, 2014

16 Work Days School 15

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

December, 2014

End 2nd 9 weeks

15 Work Days School 14

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

January, 2015

19 Work Days School 19

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

February, 2015

19 Work Days School 19

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

March, 2015

End 3rd 9 weeks

17 Work Days School 16

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April, 2015

21 Work Days School 21

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May, 2015

20 Work Days School 20

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

June, 2015

5 Work Days School 4

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Last Day of School

School Winter Break - December 22, 2014 through January 2, 2015. Students return Jan. 5, 2015

School Spring Break - March 23-27, 2015. Students return March 30, 2015

FTE Survey: 2 - October 13, 2014; Survey 3 - February 3-13, 2015

Codes Used on Calendar

- ◀ Begin 196 Day Personnel
- ▶ Last Day 196 Day Personnel
- Day Off
- Paid Holiday
- ▲ Teacher Planning
- Ⓜ Early Release
- FTE Week
- FCAT Testing Dates (TBD)

Hurricane Make-Up Days: 10/23/14, 02/26/15, 3/19/15, 6/04/15

Exhibit A

AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of April, 2014, 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 "Provider"),
whose principal place of business is
3117 Southwest 13th Court, Ft. Lauderdale, Florida 33312

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

WHEREAS, Provider has the capability of providing special education to 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 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2014 and conclude on June 30, 2015.

2.02 **Eligibility**. Pre-Kindergarten students with disabilities eligible to attend Provider's program in accordance with meeting the State Board of Education Rules.

2.03 **Teacher Certification**. Provider will make available appropriately certified teachers according to the Florida Course Code Directory, Florida Statutes, and State Board of Education Rules.

SBBC, if necessary, will provide out-of-field waiver approval for teachers holding a Florida educator's certificate in an area other than Prekindergarten Primary or Preschool Education with authorization from the Cadre Director and Chief Performance and Accountability Officer.

Provider will ensure that the contracted teacher be fingerprinted through Morphotrust USA, LLC and, if the contracted teacher does not already hold a valid FL educator's certificate, that a Certificate Issuance Request form be submitted to the district Certification Department. If the contracted teacher is not certified in one of the aforementioned areas of certification, the Provider must also submit a fully-executed Out-of-Field Agreement form to the district Certification Department.

Require, beginning July 1, 2014, an applicant for renewal of a professional certificate to earn at least one college credit or equivalent inservice points in instruction for teaching students with disabilities.

2.04 Administrative Responsibility. SBBC will assign an Exceptional Student Education designee to be responsible for reporting the instructional FTE and maintaining necessary audit documentation. The Exceptional Student Education designee will authorize payment to the Provider on a monthly basis for eligible exceptional students and be responsible for maintaining audit file for funds paid to Provider from the generated FTE.

Provider will administrate supervision of the instructional and program staff, including providing the Exceptional Student Education designee responsible for reporting the instructional and transportation FTE, with the documentation necessary to generate FTE and to fulfill audit requirements for eligible students.

Provider will adhere to the Office Special Education Programs (OSEP) Child Outcomes Reporting Requirements for Part C and Part B/619 Programs. Florida Department of Education has adopted the Battelle Developmental Inventory-II (BDI-II) as the instrument to gather the outcomes areas for state report. SBBC is responsible for having an assessment tool available to Provider. Provider 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.

2.05 Technical Assistance/Staff Training. SBBC will provide technical assistance to the Provider in interpreting and implementing State Board of Education Rules and School Board policies related to eligibility and placement of students with disabilities, provision of therapy through on site observations, visits, and through speech language, occupational, or physical team meetings.

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

Provider will be responsible for training new staff hired after the initial training. SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

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

Provider 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. Provider will purchase necessary supplies related to the implementation of the health services practices.

Provider will submit detailed health documentation including nursing care plan relevant to the student's medical diagnosis. Provider will ensure there is Professional Registered Nurse clinical supervision for Licensed Practical Nurses (LPN) who are hired by the provider.

Provider will provide Coordinated Student Health Services the transportation schedules of the Medical Fragile student's by the third week of school. Provider will inform CSHS of all changes to the Medical Fragile Student's transportation schedule throughout the school year.

2.07 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 and placement staffings. Provider will organize, coordinate and conduct IEP meetings, interims and reevaluations on students who are eligible exceptional students as defined in Section 2.02 and are enrolled with the Provider.

2.08 Program Review/Audit. SBBC will reserve the right to review the instructional program provided by the Provider, and audit records and bookkeeping procedures in compliance with this contract. A thirty (30) day written notice will be given prior to the audit, which will be conducted within ninety (90) days after the end of the contract period. The written notice and the examination will be conducted by SBBC's Management Audit Department. Upon completion, a copy of the audit will be provided to the Provider.

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

2.09 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.

2.10 Preschool Program Design. Provider will provide a 180-day instructional program starting on 8/18/14 and ending on 6/4/15 for prekindergarten students with disabilities. Prekindergarten 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). SBBC and Provider will mutually agree on the methodology, curriculum and assessment used to instruct preschool children with disabilities.

2.11 Supervision. Provider will provide supervision and evaluation of the instructional staff and therapists employed by the Provider.

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

Provider will disseminate information and notify parents/guardians of the availability of training opportunities and parent support groups.

2.13 **Classroom Equipment, Materials & Supplies** Provider will provide appropriate classroom and therapy furniture, equipment, technology, and instructional and evaluation materials and supplies which are developmentally appropriate for preschool students with disabilities.

2.14 **Individual Educational Plan (IEP)** Provider will ensure that an 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 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, Provider or the parent/guardian and conducted upon notification to all parties.

Provider will ensure that the parents of students are invited to participate in IEP meetings and drafts of the IEP are provided at least five day prior to the scheduled IEP meeting.

2.15 **Special Programs and Procedures.** SBBC will provide the Provider with a current copy of SBBC's Special Programs and Procedures document.

Provider 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.

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

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

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

2.18 **Class Size.** Provider 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 eighteen (18) students in pre-kindergarten. Provider will ensure that pupil/instructional ratios do not exceed 4 to 1 for prekindergarten students with disabilities in a self-contained class, 3:1 for prekindergarten students in a self-contained class with intensive behaviors or 9 to 1 for an Integrated class. The Provider's President/CEO and SBBC Exceptional Student Education (ESE) Director or designee must mutually agree upon exceptions to these ratios.

2.19 **Attendance/Quarterly Progress Reports.** Provider will report the attendance of the students as directed by the ESE designee who is responsible for reporting the FTE and

maintaining audit documentation. In addition, quarterly progress reports on the student's progress in meeting the educational goals shall be developed for each student and sent to the parent on a quarterly basis.

2.20 Health/Safety Standards and Legal Compliance. Provider will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. Provider 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, NFPA 101; Life Safety 101, Section 4A-36, F.A.C and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to Provider representative with the first invoice. Provider shall abate any violations cited in the aforementioned reports within the time limits prescribed by the inspecting agency.

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

Provider 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.

Provider 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.

2.21 Therapy Services. Provider 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 or speech language assistant as needed to implement IEPs, with no out-of-field waivers permitted. The supervising occupational or physical therapists and speech language pathologists must attend all IEP meetings and perform all evaluations including the BDI-II for exiting preschoolers.

Provider 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.

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

Provider will provide occupational and physical therapy and speech-language evaluations on students who may be eligible for an exceptional education program who are enrolled with the Provider as defined by Section 2.02.

2.22 Substitutes. Provider 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.

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

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

2.24 **Early Release.** Provider will provide six (6) early release days to coincide with SBBC's approved 2014-2015 calendar. Provider will implement a program of staff development activities on those days as set forth on **Exhibit A**.

2.25 **Publicity.** Provider 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.

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

2.27 **Certificate of Insurance.** Before the first day of the 2014-2015 school year, Provider will furnish SBBC with a certificate of insurance naming SBBC its members, officers, employees and agents as additional insured and provide the endorsement number on the certificate. In addition, the Provider will provide SBBC with a new certificate of insurance after each renewal. The certificate will include that all liability policies are primary of all other valid and collectable coverage maintained by SBBC. Provider shall provide thirty (30) days prior written notice of cancellation or material change in coverage to SBBC Risk Management Division. The coverage shall be provided by companies licensed to write insurance in the State of Florida and must be rated at least A-VI by AM Best or As3 by Moody Investor Service 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)
Sexual Abuse/Molestation Liability	One million dollars (\$1,000,000)

If Provider does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. A signed Affidavit must be furnished to SBBC indicating the following: Provider does not own any vehicles. In the event Provider acquires any vehicles throughout the term of this agreement. Provider agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

Prior the Provider's Certificate of Insurance reaching it's expiration, the Provider will provide SBBC with an updated certificate of Insurance renewal.

2.28 **EdPlan.** Provider will make available a meeting room with Internet access to be used to access Easy IEP during all IEP meetings and a projector to display the IEP at the staffing.

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

2.30 **Payment.** SBBC will pay Provider \$15,715 for each student annually (\$7,857 per semester) that is a self contained class and \$10,535 for each student annually (\$5,267 per semester) for an Integrated student for the 180 day program who is determined eligible as an prekindergarten student with disabilities according to State Board of Education Rules and who is enrolled in membership and in attendance at the providers 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. Provider 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 July 1, 2013 to June 30, 2014. The projected total cost to the SBBC not to exceed \$628,160 per school year.

For transportation Provider 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.

2.31 **Transportation.** SBBC will contract with Provider to provide pupil transportation services for eligible exceptional students as defined in Section 2.02.

SBBC will pay \$32.24 per student per day to and from school.

Provider 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 the Provider.
 - b. Return from the Provider 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 the Provider.
 - 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 the Provider or a volunteer at the providers 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. Provider 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. Provider 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, car 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. Provider 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. Provider 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 Provider 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 Provider's fiscal year.
 - d. If at any time an employee of the Provider 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 Provider 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. Provider 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. Provider may be required to commission additional vehicles and employ additional drivers and attendants to endure compliance with this provision.
 - h. Provider 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. Provider 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 Provider 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, Provider shall require bus operators to go through a minimum of eight hours of inservice training annually.
 9. Schedule transportation services to accommodate SBBC six approved Early Release Days.

2.32 **Inspection of the Provider's Records by SBBC.** Provider 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 Provider's 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 providers or any of the Provider's payees pursuant to this Agreement. Provider'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. Provider'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.

(a) **Provider's Records Defined.** For the purposes of this Agreement, the term "Provider'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.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Provider's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to the Provider pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide the Provider reasonable advance notice (not less than two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to the Provider's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by Provider to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Provider's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by the Provider in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the Provider. If the audit discloses billings or charges to which the Provider is not contractually entitled, the Provider shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Provider shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Provider to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to the Provider pursuant to this Agreement and such excluded costs shall become the liability of the Provider.

(h) Inspector General Audits. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other county, state or federal officials.

2.33 Notice. When any of the parties desire to give notice to the other, pursuant to the terms of this agreement, such notice must be in writing, and either personally delivered with a written receipt obtained or sent by nationally recognized overnight delivery services or registered or certified U.S. Mail, postage prepaid, and return receipt requested, 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: Coordinator, Preschool ESE
Exceptional Student Education Department
1211 NW 33rd Terrace
Fort Lauderdale, Florida 33311

To United Cerebral Palsy: Executive Director
3117 Southwest 13th Court
Fort Lauderdale, Florida 33312

With a Copy to: Executive Director
3117 Southwest 13th Court
Fort Lauderdale, Florida 33312

2.34 **Background Screening.** Provider agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel and volunteers 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 Provider or its personnel providing any services under the conditions described in the previous sentence. Provider 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 Provider and its personnel. The parties agree that the failure of Provider 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. Provider 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 Provider's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.35 **Indemnification.** 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.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, 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.

B. By Provider: Provider 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 the Provider, its agents, servants or employees; the equipment of the Provider, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of the Provider or the negligence of the Provider's 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 the Provider, SBBC or otherwise.

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 SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

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, the non-defaulting party upon thirty (30) days notice may terminate this Agreement. 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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds

have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 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.

3.09 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.

3.10 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.

3.11 **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.

3.12 **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.

3.13 **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.

3.14 **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.

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

3.16 **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.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

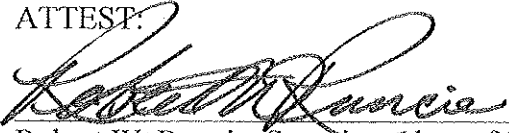
3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

FOR SBBC

(Corporate Seal)

ATTEST:


Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Patricia Good, Chair

Approved as to Form and Legal Content:

 03/25/14
Office of the General Counsel

FOR UNITED CEREBRAL PALSY OF BROWARD COUNTY, INC.

(Corporate Seal)

UNITED CEREBRAL PALSY OF
BROWARD COUNTY, INC.

ATTEST:

By Patricia Murphy

_____, Secretary

Louise Zarnoudes
Witness
Ginger Dopkine
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

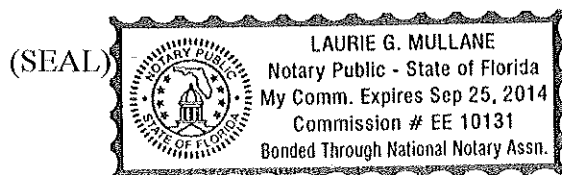
The foregoing instrument was acknowledged before me this 20 day of
February, 2014 by Patricia Murphy of

Name of Person
United Cerebral Palsy of Broward County, Inc. on behalf of the corporation/agency.
Name of Corporation or Agency

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: 9/25/14

Laurie G. Mullane
Signature - Notary Public



Laurie G. Mullane
Printed Name of Notary

EE 10131
Notary's Commission No.

2014-2015 School Calendar - SYNOPSIS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

First Quarter

Monday, August 11, 2014	Employee Planning - 1
Tuesday, August 12, 2014	Employee Planning - 2
Wednesday, August 13, 2014	Employee Planning - 3
Thursday, August 14, 2014	Employee Planning - 4
Friday, August 15, 2014	Employee Planning - 5
Monday, August 18, 2014	Start 1st Quarter - (47 Days)
Monday, September 01, 2014	Holiday - 1
Thursday, September 18, 2014	Early Release - 1
Thursday, September 18, 2014	Interim Reports Issued
Thursday, September 25, 2014	Day Off
Thursday, October 23, 2014	Early Release - 2
Friday, October 24, 2014	Employee Planning - 6

Second Quarter

Monday, October 27, 2014	Start 2nd Quarter (34 Days)
Tuesday, November 04, 2014	Employee Planning - 7
Tuesday, November 11, 2014	Holiday - 2
Thursday, November 13, 2014	Report Cards Issued for First Quarter
Thursday, November 20, 2014	Interim Reports Issued
Wednesday, November 26, 2014	Day Off
Thursday, November 27, 2014	Holiday - 3
Friday, November 28, 2014	Day Off
Thursday, December 18, 2014	Early Release - 3
Thursday, December 18, 2014	End 2nd 9 Weeks
Friday, December 19, 2014	Employee Planning - 8
Monday, December 22, 2014	Day Off
Tuesday, December 23, 2014	Day Off
Wednesday, December 24, 2014	Day Off
Thursday, December 25, 2014	Day Off
Friday, December 26, 2014	Day Off
Monday, December 29, 2014	Day Off
Tuesday, December 30, 2014	Day Off
Wednesday, December 31, 2014	Day Off
Thursday, January 01, 2015	Holiday - 4
Friday, January 02, 2015	Day Off

Third Quarter

Monday, January 05, 2015	Start 3rd Quarter (52 Days)
Monday, January 19, 2015	Day Off
Wednesday, January 21, 2015	Report Cards Issued for Second Quarter
Tuesday, February 10, 2015	Interim Reports Issued
Monday, February 16, 2015	Holiday - 5
Thursday, February 26, 2015	Early Release - 4
Thursday, March 19, 2015	Early Release - 5
Thursday, March 19, 2015	End 3rd 9 Weeks
Friday, March 20, 2015	Employee Planning - 9
Monday, March 23, 2015	Day Off
Tuesday, March 24, 2015	Day Off
Wednesday, March 25, 2015	Day Off
Thursday, March 26, 2015	Day Off
Friday, March 27, 2015	Day Off

Fourth Quarter

Monday, March 30, 2015	Start 4th Quarter (47 Days)
Friday, April 03, 2015	Day Off
Wednesday, April 15, 2015	Report Cards Issued for Third Quarter
Thursday, April 30, 2015	Interim Reports Issued
Monday, May 25, 2015	Holiday - 6
Thursday, June 04, 2015	Early Release - 6
Thursday, June 04, 2015	Last Day of School
Friday, June 05, 2015	Employee Planning - 10
Wednesday, June 24, 2015	Report Cards Issued for Fourth Quarter