

**Broward County School Readiness Coalition, Inc.
STANDARD CONTRACT**

THIS CONTRACT is entered into between the Broward County School Readiness Coalition, Inc., hereinafter referred to as the "Coalition," and The School Board of Broward County, Florida hereinafter referred to as the " Provider."

I. THE PROVIDER AGREES:

A. Attachment I

To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the Coalition's contract manager prior to payment. To comply with the criteria and the final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with section 112.061, F.S. The Coalition may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by the Provider in conjunction with this contract. It is expressly understood that the Provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida and rules, policies and procedures adopted by the Coalition. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. Federal Law

a. That if this contract contains federal funds, the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. That if this contract contains federal funds and is over \$100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Coalition.

c. That no federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment IV. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. That unauthorized aliens shall not be employed. The Coalition shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Coalition.

e. That if this contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR, Part 60. [45CFR, Part 92]

f. That if this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6083). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts.

D. Audits, Records and Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Coalition under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon demand, at no additional cost to the Coalition, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Coalition.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the Coalition and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contract and related records and documents, regardless of the form in which kept.

6. To provide a financial and compliance audit to the Coalition as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.

7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the Coalition

To permit persons duly authorized by the Coalition to inspect any records, papers, documents, facilities, goods, and services of the Provider which are relevant to this contract, and to interview any clients and employees and subcontractor employees of the Provider to assure the Coalition of the satisfactory performance of the terms and conditions of this contract. Following such evaluation, the Coalition will deliver to the Provider a written report of its findings and request for development, by the Provider, a corrective action plan. The Provider hereby agrees to correct all noted deficiencies identified by the Coalition within the specified period of time set forth in the Coalition approved corrective action plan.

F. Indemnification

NOTE: Paragraph I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the Coalition and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the Provider's duty to defend and to indemnify within seven (7) days after notice by the Coalition by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees, including attorneys' fees related to these obligations and their enforcement by the Coalition. The Coalition's failure to notify the Provider of a claim shall not release the Provider of these duties. The Provider shall not be liable for the sole negligent acts of the Coalition.

3. Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. Within five (5) business days of the execution of this contract, the Provider shall furnish the Coalition written verification in the form of a certificate of insurance supporting both the determination and existence of such insurance coverage and naming the Coalition as an additional insured on such coverage (except workers compensation). Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Coalition reserves the right to require additional insurance. Provider shall notify the Coalition thirty (30) days in advance of any material change in coverage or cancellation.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and federal law or regulations (45 CFR, Part 205.50), except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Coalition which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the Coalition, shall be null and void.

2. To be responsible for all work performed and all expenses incurred with the project. If the Coalition permits the Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Provider that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the Coalition. Such review of the written subcontract document by the Coalition will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this contract. The Provider further agrees that the Coalition shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Provider, at its expense, will defend the Coalition against such claims.

3. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the Provider and of any legal entity that succeeds to the obligations of the State of Florida.

4. To make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Coalition in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor.

J. Return of Funds

To return to the Coalition any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Provider by the Coalition. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment within 40 calendar days without prior notification from the Coalition. In the event that the Coalition first discovers an overpayment has been made, the contract manager, on behalf of the Coalition, will notify the Provider by letter of such findings.

K. Client Risk Prevention and Incident Reporting

1. That if services to clients will be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this is binding upon both the Provider and its employees.

L. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Coalition insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

2. To procure any recycled products or materials which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract, or against any applicant for employment, because of age, race, creed, color, disability, national origin, or sex. The Provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, creed, color, disability, national origin, or sex. This is binding upon the Provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with HRSM 220-2. This is binding upon Providers if services are directly provided to clients and if 15 or more individuals are employed.

N. Independent Capacity of the Contractor

1. To be solely liable for the performance of all tasks contemplated by this contract which are not the exclusive responsibility of the Coalition.

2. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the Provider is a state agency. Neither the Provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Coalition unless specifically authorized in writing to do so.

3. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

4. To take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

5. The Coalition will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless justified by the Provider and agreed to by the Coalition.

6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

O. Sponsorship

If the Provider sponsors a program financed wholly or in part by Coalition funds, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider's name) and Broward Coalition for School

Readiness." If the sponsorship reference is in written material, the words "State of Florida, Coalition for School Readiness" shall appear in the same size letters or type as the name of the organization.

P. Non-discrimination

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Q. Final Invoice

To submit the final invoice for payment to the Coalition no more than 45 days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Coalition will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Coalition.

R. Use Of Funds For Lobbying Prohibited

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

Pursuant to section 287.133, F.S., and attachment III to this contract the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Coalition: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the Provider shall refer the discovery or invention to the Coalition to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The Provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the Provider. The Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

That the Coalition shall file a lien against any property that has been constructed or substantially renovated, in whole or in part, through the use of state funds. However, the Coalition is not required to file a lien if the amount of state funds does not exceed \$25,000 or 10 percent of the contract amount, whichever amount is less. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Coalition's lien interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer. This Security Officer shall act as the liaison to the Coalition's Security Staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. This includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated Provider employees.
2. To furnish Security Awareness Training to its staff.
3. To ensure that all Provider employees that have access to Coalition information are provided a copy of CFOP 50-6 and sign the PSR/DCF Security Agreement form (CF114). A copy may be obtained from the contract manager.

W. . Accreditation

That the Coalition is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Coalition has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our Providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

X. Agency for Workforce Innovation and Workforce Florida

That it understands that the Coalition, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Coalition encourages Provider participation with the Agency for Workforce Innovation and Workforce Florida.

Y. Data Entry into the Enhanced Field System (EFS)

PROVIDER agrees to:

- a) Partner with Family Central, Inc. (Family Central) to provide the data necessary for Family Central to generate reports from eligibility applications and monthly attendance records. PROVIDER shall provide Family Central with the data necessary to input into the Enhanced Field System (EFS).
- b) Provide accurate and complete data on a monthly basis in a format agreed upon by PROVIDER and Family Central. In no event shall data and any corrections be delivered to Family Central later than the 13th calendar day of each month.
- c) If PROVIDER receives information from Family Central that PROVIDER failed to provide complete and/or accurate data, PROVIDER agrees, within twenty-four (24) hours, to provide the required information to Family Central.
- d) PROVIDER shall ensure the accuracy of the data delivered to Family Central and verify the accuracy of billing reports generated by Family Central.
- e) Without the written consent of Coalition, there shall be no revision(s) of any invoice, billing statement or billing report more than sixty (60) days after the bill is submitted to Family Central for processing.

II. THE COALITION AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed **\$ 8,466,400** subject to availability of funds. This includes incentives for quality activities (\$182,734). The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to section 215.422, F.S., the Coalition has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specifies otherwise. With the exception of payments to health care Providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the coalition or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the district fiscal office/contract administrator. Payments to health care Providers for hospital, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this office are found in section 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or 1-800-848-3792, the State of Florida Comptroller's Hotline.

D. Notice

Any notice, which is required under this contract, shall be in writing and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery, to the designated address contained in this contract.

III. THE PROVIDER AND COALITION MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on July 1, 2003, or on the date on which the contract has been signed by both parties, whichever is later. It shall end on June 30, 2004.

B. Termination

1. This contract may be terminated by either party without cause, no less than thirty (30) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing. Said notice shall be delivered by any mailing service that provides verification of delivery or in person with proof of delivery.
2. In the event funds to finance this contract become unavailable, the Coalition may terminate the contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Coalition shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed.
3. This contract may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours notice in writing to the Provider. If applicable, the Coalition may employ the default provisions in Chapter 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Coalition's right to remedies at law or in equity.
4. Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Coalition, been notified by the Coalition of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Coalition; or (2) had a contract terminated by the Coalition for cause.
5. In the event the Coalition, as a result of its procurement process, selects another Provider for any of the services outlined herein, Provider agrees that this Contract shall be immediately terminated. Provider will be compensated for any work satisfactorily completed after termination.
6. Provider is required to comply with all laws, rules, and regulations of the State of Florida and rules, policies and procedures adopted by the Coalition. Failure to comply with the foregoing shall be considered a material breach of this Contract.
7. In the event that this Contract is terminated for any reason, Provider agrees to assist Coalition or any agency or entity that Coalition may later contract, in the smooth transition of services which may include, but is not limited to, information gathering, technical assistance and release of any information that is not otherwise protected by Florida law.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Coalition's operating budget.

D. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

- | | |
|--|---|
| <p>1. The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:</p> <p>_____</p> <p>The School Board of Broward County, Florida
C/o Accounting Department
7720 West Oakland Park Blvd.
Sunrise, FL 33351</p> <p>_____</p> <p>_____</p> | <p>3. The name, address, and telephone number of the contact manager for the Coalition for this contract is:</p> <p>Executive Director, Penny Westberry
Broward School Readiness Coalition</p> <p>_____</p> <p>3800 Inverrary Blvd., Suite 400
Lauderhill, FL 33319
(954) 486-0202</p> <p>_____</p> <p>_____</p> |
| <p>2. The name of the contact person and street address where financial and administrative records are maintained is:</p> <p>The School Board of Broward County, Florida
7720 West Oakland Park Blvd.
Sunrise, FL 33351
Attn: Nell Johnson, Director</p> <p>_____</p> <p>_____</p> | <p>4. The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:</p> <p>The School Board of Broward County, Florida
Jeannie B. Floyd
600 Southeast Third Avenue, 6th Floor
Fort Lauderdale, FL 33301
(954) 768-8939</p> <p>_____</p> <p>_____</p> |

Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

E All Terms and Conditions Included

This contract and its attachments, Attachment I, II, III, IV, V, VI, VII, Exhibit A, B, C, and exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.E. above.

IN WITNESS THEREOF, the parties hereto have caused this ___page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

The School Board of Broward County, Florida

Broward County School Readiness Coalition, Inc.

SIGNED

SIGNED

BY: _____
NAME: Lois Wexler, Chair

BY: _____
NAME: Latha Krishnaiyer
TITLE: Chair
DATE: _____

(Corporate Seal)

Sworn to and subscribed before me this ____ day of July, 2003. Personally known _____
Or produced identification _____
Notary Public – State of Florida
My Commission expires: _____

Attest _____
Franklin L. Till, Jr., Superintendent of Schools

Approved as to Form: _____
School Board Attorney

(Printed typed or stamped)
Commissioned name of notary

STATE AGENCY 29 DIGIT SAMAS CODE:

Federal EID # (or SSN):59-6000530 Provider Fiscal Year Ending Date: 06/ 30/04

Broward County School Readiness Coalition, Inc.

**ATTACHMENT I TO STANDARD CONTRACT WITH
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

A. Services to be Provided

1. Definition of Terms

a. Contract Terms

(1) Advance Payment - A payment situation whereby, under certain circumstances, it is possible to make a portion of the contract funds available to a provider prior to the delivery of services or expenditure of funds by the provider. (Advance payment may be used only when authorized by the State's Appropriations Act or expressly authorized by other law. Advances may be made only to not-for-profit corporations or governmental agencies.)

(2) Amendment - A document by which substantial changes are made to the terms of an executed contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original contract.)

(3) Contract – An agreement between the COALITION and an individual or organization for the procurement of services. (A formal contract consists of the Standard Contract and all attachments and exhibits.)

(4) Contract Manager – Either a COALITION or PROVIDER employee designated by the contract signer to be responsible for the success of the contract.

(5) Cost Reimbursement – A method of payment used to reimburse the PROVIDER for actual expenditures incurred in accordance with a line item budget.

(6) Exhibit – A document or material object added to the Program Specific Model Attachment I, or any other attachment to this Contract.

(7) Fiscal Year – An accounting period of twelve months; July 1st through June 30th.

(8) Fixed Price – A payment method used when services can be broken down into unit costs (e.g., hours, client days), or a fixed fee (e.g., payment based on delivery of a complete service).

(9) Invoice - A standardized form used by the PROVIDER to request payment from the COALITION.

(10) Local Match - A contribution, in cash or in kind, specified by the funding source to be used in conjunction with the donation of the funding source, and upon which receipt of that donation is contingent.

(11) Method of Payment – A payment specification which includes the maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the COALITION, and any special conditions pertaining to payment of contract invoices.

(12) Maximum Extent Possible – Reasonable efforts to accommodate the school readiness needs of children birth to kindergarten and families in greater than fifty (50%) percent of a Coalition's school readiness programs.

(13) Partnership – Florida Partnership for School Readiness, administratively housed in the Agency for Workforce Innovation.

(14) PROVIDER - An individual or organization contracted to provide services or materials to the COALITION, in accordance with the terms specified in the contract.

(15) COALITION – Broward County School Readiness Coalition, Inc.

b. Program or Service Specific Terms

(1) Non-Direct Services - Services necessary to administer the contract as specified in **Exhibit B** attached hereto.

(2) An age appropriate developmental screening instrument - The Level I instrument used to screen children one to five years of age.

(3) At-risk of Abuse, Neglect, and Exploitation - Children who are: (a) in families under investigation by the Department of Children and Families or a designated local sheriff's office for abuse, neglect, abandonment or exploitation; (b) children who are in families under the supervision of the Department of Children and Families or its contracted provider for abuse, neglect, abandonment or exploitation; (c) children in the court ordered long-term custody or under the guardianship of a relative or non-relative following the termination of supervision by the Department of Children and Families or its contracted provider; (d) and children in court ordered long-term licensed custody. The Coalition may prioritize children determined to be at risk by Coalition policy, as may be adopted from time to time. Such policy shall not be inconsistent with Florida law.

(4) Child Care Services (slots) – The education, care, protection, and supervision of a child, for a period of less than twenty-four hours per day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with the child's individual needs, and for which a payment, fee, or grant is made for care.

(5) Community Child Care Coordinating Agency – Also, referred to as "central agency" or "4-C." An agency, which directly operates or subcontracts with three or more centers and issues vouchers for the purchase of child care services. (In addition, community child care coordinating agencies are responsible for non-direct, eligibility determination and quality services to parents and caregivers.)

(6) Eligibility Determination Services – Services that include client eligibility and related services.

(7) Gold Seal Child Care Center / Gold Seal Family Child Care Home
Any child care center or home which provides care to children in the child care services program and is accredited by a recognized accrediting association, whose standards have been approved by the Gold Seal Quality Care Program Task Force Committee. (The Department of Children and Families maintains the official list of Gold Seal Centers and Homes.)

(8) Income Eligible - Children eligible for school readiness services pursuant to Rule 60BB-4.203, Florida Administrative Code.

(9) Individualized Plan - A plan that addresses each child's individual developmental needs as determined by the developmental screening tool. (The plan's components include, but are not limited to strengths and weaknesses related to developmental growth; developmental goals and objectives; and activity implementation plans for teachers and families.)

(10) Parent Fee - The parent's co-payment for child care services as based on the Federal Poverty Level and taking into account family size and household income.

(11) Prevailing Market Rate - The 75th percentile of the market rate as determined by an annual market rate survey. (The COALITION, through the Statewide Child Care Resource and Referral Network, conducts an annual market rate survey. The survey reflects what child care providers in the community are charging the general public in order to provide guidance for establishing child care rates.)

(12) Project Cost - The cost of child care, such as the contract amount, parent fees and local match.

(13) Project Safety Net – Provides funds for case management and transportation, via vendor contracts, to children and families to ensure that children at risk of abuse and neglect who are in child care programs are maintained safely in child care and to ensure that children at risk of abuse and neglect who are in child care programs receive transportation to and from the child care providers.

(14) Projected Parent Fees – The annual projection of parent fees, based on the previous contract history of fee collections. (The projected contract fees are calculated by taking the actual parent fees collected in the first nine months of the prior year contract and projecting those into a twelve-month unit. The twelve-month percentage of fees against the contract amount should be applied to the contract dollars for the next contract year. For example, if parent fees make up ten percent of the prior year contract, then projected parent fees should be ten percent of the new contract.)

(15) Child Care Purchasing Pool – Purchasing Pool funds are used to provide subsidies to low income working parents who are eligible for child care services with a 50% dollar cash match from employers, local government and other contributors. These funds are awarded based on the amount of matching funds secured by the child care coordinating agency/COALITION. Low-income families are eligible up to 200% of the federal poverty level.

(16) Quality Activities as referenced in Exhibit B attached hereto.

(17) Relative Caregiver Program - Child care provided for children who have been adjudicated dependent, have an approved home study; and either have been placed by the court with the relative under protective supervision or the relative has been granted temporary custody by the court. (The child must be a recipient of the cash payment as part of the Relative Caregiver Program.)

(18) Respite Child Care - Care provided to alleviate a crisis. (A crisis is defined as an acute situation, which places children at risk due to parental emergency, need for respite, lack of resources, special needs of the child, or extenuating circumstances beyond the family's control requiring short term assistance to increase family stability and decrease risk potential.) The family must be a TANF recipient to receive respite services. The child care could be as limited as part-time care, or it could be for a period of less than twenty-four hours per day on a regular basis. The maximum benefit period is thirty days per child in a state fiscal year.

(19) Special Needs – Children, as defined in s. 445.023, F.S., who are currently applicants or clients of the subsidized child care program and who have been determined by the PROVIDER and/or the COALITION to

meet the eligibility criteria set forth in Chapter 60BB-4, Florida Administrative Code.

(20) Temporary Assistance to Needy Families (TANF) - The federal economic assistance program to families administered under the Department of Children and Families, Economic Self-Sufficiency Program. This program is authorized under Part A of Title IV of the Social Security Act.

(21) TANF Recipient – A person who receives temporary cash assistance or family member of that person as defined in 45 CFR Part 260 and s. 414.1585, F.S.

(22) Transitional Child Care (TCC) - Families determined eligible by Regional Workforce - welfare transition program Boards for Transitional Child Care services may enter and continue to receive child care services until the family income exceeds 200% of the federal poverty level.

(23) Welfare Transition Program - Program which was implemented statewide October 1, 1996, in accordance with Chapter 414, F.S., and which provides eligible clients with temporary cash assistance.

(24) Regional Workforce - Locally known as Workforce One, Inc.

2. General Description

a. General Statement

This contract provides child care services (slots) to eligible children and families; non-direct, eligibility determination and quality services necessary to develop and to maintain a safe, educational, cost effective, family friendly system that protects at-risk children; and assists families in becoming or remaining economically self-sufficient.

b. Authority

(1) Authority for child care services is provided in s. 445.023, 411.01 and 409.178 F.S.

(2) Authority for transportation and case management services is provided in ss. 402.3145, and 402.3135, F.S.

(3) Authority for TANF services and Regional Workforce – Welfare Transition Program – Welfare Transition services is provided in applicable parts of Part A, Title IV of the Social Security Act, 45 CFR Part 260, and ss. 414.1585(1), 445.017, and 445.032 F.S.

c. Scope of Service

These services will be provided to families who reside within the following counties for the time period specified in the contract: Broward.

d. Major Program Goals

The major goals of these services are: to prevent the abuse and neglect of children; to assist families in becoming or remaining economically self-sufficient; and to prepare children to enter school ready to learn.

3. Clients to be Served

a. General Description

The estimated number of units of service to be provided to clients is 1,600.

b. Client Eligibility

(1) Priority for participation in the school readiness program shall be given to children who meet one or more of the criteria found in 411.01(6), F.S.; however children who meet the following criteria, may also be served:

(a) School-age children who are, kindergarten age through twelve (12) years that meet one of the eligibility priorities of Section 411.01(6), F.S.

(b) Children of working families, whose household income was below 150% of the Federal Poverty Level upon entry into the subsidy program, may continue in the subsidy program until the household income exceeds 200% of the federal poverty level.

(c) Children of families participating in the Child Care Executive Partnership Act may enter the subsidy program if the household income does not exceed 200% of the federal poverty level.

(d) Children receiving services through the Broward County funded Homeless program may continue to receive such services without interruption under the Child Care Executive Partnership (CCEP) program after the time that eligibility under the County's Homeless program has expired. Continued receipt of services shall be dependent upon the family meeting the eligibility criteria of the CCEP program and the availability of funds.

(2) Any eligible children still being served at this contract's ending date will be referred to subsequent contracts and providers.

c. Eligibility Determination

(1) Eligibility for at-risk child care services shall be determined as prescribed by Florida law. The Coalition may prioritize children determined to be at risk by Coalition policy, as may be adopted from time to time. Such policy shall not be inconsistent with Florida law.

(2) Placements may be made only after an appropriate purpose for care has been determined.

(3) The PROVIDER shall notify applicants or clients of their right to a review in cases where a determination of ineligibility for service, termination, suspension, or reduction in services has been made. The PROVIDER shall develop a PROVIDER procedure for reviewing cases of clients who request review.

(4) In a case of any dispute regarding child care eligibility, the final determination for eligibility shall be made by the contract manager/program specialist.

d. Contract Limits

To the extent that resources are available, the PROVIDER shall provide child care and services to every eligible family in the child care programs.

B. Manner of Service Provision

1. Service Tasks

a. Task List

(1) The PROVIDER's services will be provided in accordance with those services identified in **Exhibit B** attached hereto.

(2) The PROVIDER shall conform to the program standards in Chapter 65C-21, F.A.C., with s. 402.305, F.S and other applicable statutory provisions.

(3) All children in child care, birth to five years of age, who are not enrolled in kindergarten, will receive at a minimum an annual age appropriate developmental screening. If a parent objects or denies permission for the screening, the PROVIDER shall document the parental refusal and the child will not be screened. The PROVIDER shall use a COALITION approved developmental screening instrument.

--- Screening Services

The PROVIDER will maintain sufficient staff to deliver the agreed upon services at the same level of the contract between the Coalition and Provider for FY 2003-2003.

b. Background Screening

PROVIDER personnel and volunteers who, as part of their duties and responsibilities, spend forty hours or more per month in child care program(s), must submit to a local and state criminal records check within ten days of employment in accordance with s. 435.03(1), F.S. – All adults and students

volunteering in pre-school classrooms will be required to complete the provider's volunteer registration form.

c. Subcontractors

The PROVIDER must obtain prior written approval from the contract manager/program specialist for subcontract agreements of the standard contract (Assignments and Subcontracts). Additional requirements pertaining to subcontracts are included in Section D., Special Provisions, of this attachment.

3. Service Location & Supplies

a. Service Delivery Location

The location of the PROVIDER's main office, satellite offices, and out posted staff location shall be related to the needs of the clients served under this contract.

b. Service Times

Child care, non-direct, eligibility determination and quality services must be available at times related to customer needs for these services. For the purpose of this paragraph, customer means eligible children, their families, child care providers (both subcontracted and vouchered), and the COALITION. The PROVIDER's offices and satellite offices shall be open Monday through Friday excluding holidays, or the normal operating hours, which are: 8:00 a.m. to 5:00 p.m. of the building in which the office is located.

c. Changes in Location

If the PROVIDER changes location of offices, the contract manager/program specialist must be notified in writing seven (7) days prior to relocation.

d. Learning Materials and Supplies

All directly operated and contracted child care services locations must provide an environment rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in the children in accordance with s. 402.25, F.S.

4. Deliverables

a. Service Units

(1) A unit of child care services is a day or part thereof of child care services as specified in **Exhibit C**.

(2) A unit of non-direct services or eligibility determination services is one month of non-direct or eligibility determination services as specified in Exhibit B.

b. Reports

(1) The PROVIDER must ensure that it has satisfied all federal, state, and COALITION district reporting requirements.

(2) The PROVIDER shall submit to the COALITION, no later than 45 days following the end of the contract period, a written annual report that includes a review of how non direct, eligibility determination, quality services and child care services were provided.

(3) The PROVIDER will provide data information in a monthly management report, due to the contract manager/program specialist no later than 15 calendar days following the end of the service month, in a format specified by the COALITION.

(4) To meet federal reporting requirements, the COALITION will continue use of statewide reporting system (SRS) or other system approved by the Florida Partnership for School Readiness. The PROVIDER shall submit information to the COALITION, as directed and upon request, in a manner established by the COALITION. The PROVIDER shall use the standardized coding tables, when compiling data and all reports shall comply with such standardized code tables.

(5) The PROVIDER shall maintain client eligibility information in such a manner that adhoc reports may be provided, as requested by the COALITION.

c. Records and Documentation

The PROVIDER shall maintain accurate and current client information, which is updated on a monthly basis. The COALITION will monitor the status of the child's eligibility from on-site record reviews and from ad hoc reports obtained from the PROVIDER's client information system. The PROVIDER shall maintain sufficient records to verify that client eligibility was determined in accordance with COALITION requirements.

5. Performance Specifications

a. Performance outcomes and outputs

(1) Subject to the availability of funds, performance initiatives in the amount of \$182,734.00 will be paid to provider upon satisfaction of the negotiated performance outcomes and recommendation for the appropriate incentive payment shall be evaluated in a timely manner by Coalition staff. Such recommendation shall be forwarded to the Coalition at the next monthly meeting for consideration and determination of payment, if any. The provider is required to submit all reports for consideration and evaluation by the Coalition staff no later than thirty (30) days after the target dates specified in **Exhibit D**. As each phase is successfully completed, and as approved by the Coalition, the Provider shall be reimbursed upon valid submission of an invoice.

(2) 83% of four-year-old children placed with contracted child care providers in care for nine months enter kindergarten ready to learn, as determined by the Department of Education's School Readiness Uniform Screening System (SRUSS)

b. Monitoring and Evaluation Methodology

By execution of this contract the PROVIDER hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the PROVIDER fails to meet these standards, the COALITION, at its exclusive option, may allow up to three months for the PROVIDER to achieve compliance with the standards. If the COALITION affords the PROVIDER an opportunity to achieve compliance, and the PROVIDER fails to achieve compliance within the specified time frame, the COALITION will terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the COALITION.

6. PROVIDER Responsibilities

a. PROVIDER Unique Activities

The PROVIDER and all of its officers, employees and agents shall comply with the confidentiality provisions set forth in ss. 39.0132, 39.202, and 39.814, F.S., and in any subsequent amendments to any of these statutes, and shall not release any information regarding any of the children in its care, or the family of children in its care, except as specifically authorized by these statutes. The PROVIDER hereby acknowledges that failure to abide by the requirements of these statutes constitutes a criminal offense as set forth in s. 39.205, F.S. PROVIDER further agrees to comply with F.S. 411.011 as it relates to records of children in school readiness programs.

b. Coordination with Other PROVIDERs/Entities

The PROVIDER shall: participate in associations; attend annual meetings; participate in community collaborative groups; and attend COALITION in-service training sessions to the extent possible by funding and program description and design.

7. COALITION Responsibilities

a. COALITION Obligations

The COALITION shall furnish guidance to the PROVIDER in the areas of fiscal management and the COALITION's required standards for program quality, as required.

b. COALITION Determinations

The COALITION's good faith determination of what constitutes acceptable services or reports shall be conclusive.

C. Method of Payment

1. The COALITION shall pay the PROVIDER for the delivery of service provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$8,466,400** (including performance incentives and purchasing pool funding) subject to the availability of funds.

2. Reimbursements

a. The COALITION shall pay the PROVIDER on the basis of **monthly** invoices submitted to the contract manager/program specialist no later than **15** days following the end of the report period.

b. Payment shall be made only for those expenditures incurred in the provision of eligible services to eligible clients.

c. The child care providers will be paid directly as authorized by the PROVIDER. The PROVIDER is responsible for the accuracy of the payment request that is submitted to the COALITION. The PROVIDER shall conduct monitoring of child care providers to insure that services which have been authorized and for which payment has been made were actually performed.

The daily rate payable for child care shall be negotiated based on the rate schedule adopted by each county COALITION in the central agency's geographic areas. (Exhibit C)

d. As authorized by the legislature in proviso language, the PROVIDER is authorized to pay a 20% differential rate for Gold Seal Child Care facilities.

e. The PROVIDER shall negotiate the child care rate for special needs children using county COALITION rate schedules as a guideline. Rates negotiated above twenty percent of the infant rate, based on PROVIDER type, must be approved in writing by the PROVIDER's executive director or in the director's absence, the district contract manager/specialist. The PROVIDER is responsible for submitting rate documentation to the COALITION when requesting the monthly reimbursement.

3. Funding Specifics are detailed in Exhibit A attached hereto.

4. Local Match – The local match requirement for Provider shall be an in-kind amount consistent with Exhibit A to this Contract.

D. Special Provisions

1. Non-Expendable Property

a. No capital equipment shall be purchased under this Agreement.

2. Information Technology Clause

All COALITION contract PROVIDERs must receive written approval from the COALITION approving authority in accordance with the Partnership Technology Plan prior to purchasing any Information Technology Resource (ITR) with contract funds.

3. Subcontracted Care

The PROVIDER is responsible for negotiating fixed rates with its subcontractors. Rates negotiated by the PROVIDER may not exceed the rates paid by the general public (private pay rate) nor shall they exceed COALITION adopted rate schedules. Payments to Gold Seal PROVIDERs shall be in accordance with Partnership policy.

a. The only fees that can be required of a parent who participates in the child care program with a child care service provider subcontracted with the PROVIDER or directly operated center or home, with the exception of transportation or late pick-up fees, are those listed in COALITION adopted Parent Fee Schedules.

b. Should a parent prefer a subcontracted provider whose private pay rate paid by the general public exceeds the negotiated subsidized rate, the parent will be responsible for the difference between the subcontracted PROVIDER's private pay rate and the COALITION's subsidy rate. These payments are arranged

between the parent and the caregiver and are not administered by the PROVIDER.

c. The PROVIDER will ensure that quality care options are available for all clients without requiring them to pay rates or fees exceeding the child care rate plus assessed parent fee.

4. Certificate/Vouchered Care -- Not Applicable.

5. Guaranteed Slots for Infants and Toddlers -- Not Applicable

6. Gold Seal Payments

The PROVIDER shall make payments to Gold Seal providers in accordance with Partnership policy. Should a subcontracted provider's private pay rate equal or exceed the maximum rate (prevailing market rate) for age and type of care, the gold seal rate may be negotiated up to twenty (20) percent above the maximum rate or up to the subcontracted provider's private pay rate, whichever is higher. Should a subcontracted provider's private pay rate be less than the maximum rate (prevailing market rate) for age and type of care, the gold seal rate shall be twenty (20) percent above the subcontracted provider's private pay rate.

7. Parental Choice Requirements -- Not Applicable.

E. List of Exhibits

Exhibit A – Budget

Exhibit B – Services

Exhibit C – Rate Schedule

Exhibit D – Performance Outcomes

ATTACHMENT II

ASSURANCES STATEMENT

THIS ASSURANCE STATEMENT is given and hereby acknowledged by The School Board of Broward County, Florida hereinafter referred to as "Provider" and accepted by the Broward School Readiness Coalition, hereinafter referred to as "the Coalition".

THE PROVIDER AGREES TO THE FOLLOWING:

A. Scope of Assurances

To provide school readiness program services in accordance with the conditions specified in the Contract and in accordance with section 411.01, Florida Statutes and other applicable state and federal law.

B. Governing Law

This contract was executed and entered into in the State of Florida, Broward County, and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida and federal law as applicable.

1. STATE OF FLORIDA:

- a. **SCHOOL READINESS ACT:** The Provider agrees that its services will be performed, administered, executed and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida, particularly the School Readiness Act, Chapter 411.01, Florida Statutes and the School Readiness Plan and subsequent amendments.
 - b. **PUBLIC ENTITY CRIMES:** In accordance with section 287.133, Florida Statutes, the Provider certifies that neither it and any subcontractor(s) of the Provider, have been convicted of a "public entity crime", as defined in section 287.133(1)(g), Florida Statutes, as stated in Attachment "III", Sworn Statement Pursuant to Section 287.133(a), Florida Statutes, On Public Entity Crimes.
 - c. **PROCUREMENT:** In accordance with sections 287.057 and 946.40, Florida Statutes, the Provider agrees that it will comply with the state procurement requirements if applicable as outlined in those sections. Furthermore, the Provider acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to the Provider, may not submit a bid on a contract with the Provider for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Provider, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with the Provider, and may not transact business with the Provider. Provider agrees to comply with the procurement requirements set forth in the Standard Contract.
-

d. TRAVEL REIMBURSEMENT: All travel incurred by Provider members, employees, agents, subcontractors, will be reimbursed in accordance with section 112.061, Florida Statutes.

2. FEDERAL:

a. CCDF and TANF: The Provider shall ensure that all its activities under this contract and the Coalition's Plan with the State Partnership shall be conducted in conformance with the regulations required under the Child Care and Development Fund (hereinafter referred to as "CCDF"), 45 C.F.R. 98 the Temporary Assistance for Needy Families Program (hereinafter referred to as "TANF"), 45 C.F.R. pt. 260-265, and other applicable federal regulations and policies promulgated hereunder.

b. EPA: The Provider has received more than \$100,000 in federal funds and therefore agrees that it shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., section 508 of the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251 et seq., Exec. Order No. 11738, and Environmental Protection Agency regulations, 40 C.F.R., pt 30. The Provider shall report any violations of the above to the Coalition.

c. LOBBYING: The Provider hereby agrees that no federal funds or state funds received in connection with this Contract may be used by the Provider, or any agent acting on behalf of the Provider or its subcontractor(s), to influence legislation or appropriations pending before the Congress or any State legislature. Since the Provider has received funds in excess of \$100,000, the Provider is executing a Certification Regarding Lobbying form, attached as Attachment "IV".

d. UNAUTHORIZED ALIENS: The Provider agrees that unauthorized aliens shall not be employed by the Provider and its subcontractor(s). The Coalition shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act , 8 U.S.C. 1324 a.

e. E.E.O.: The Provider agrees that it shall comply with Exec. Order No. 11246, Equal Employment Opportunity, as amended by Exec. Order No. 11375, and as supplemented in Department of Labor regulation 41 C.F.R., pt. 60, if applicable.

f. PRO-CHILDREN ACT: The Provider agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts.

g. DRUG-FREE WORKPLACE: Pursuant to the Drug-Free Workplace Act of 1998, and its implementing regulations codified at 29 C.F.R. 98, subpart F, the Provider will provide a drug-free workplace as certified in Attachment "V" Drug-Free Workplace Requirement Certification.

h. The Provider shall include these aforementioned audit and record keeping requirements in all subcontracts and assignments.

D. Effective Use of Funds

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by _____

for The School Board of Broward County, Florida whose business address is: 600 Southeast Third Avenue, Fort Lauderdale, FL 33301 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-6000530 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or Contract for goods and services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
 3. I understand the "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Indicate with statement applies.]
-

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate or the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____,
20_____.

Personally known _____

Or produced identification _____

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped
Commissioned name of notary public)

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file that required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The School Board of Broward County, Florida

Name of Certifying Official

Signature

Date

*Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION

Alternate I. (Grantees Other Than Individuals)

Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CRF 98, Subpart F, I _____ the undersigned, in representation of The School Board of Broward County, Florida, the grantee, attest and certify that the grantee will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph _____
 - 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

8. Notwithstanding, it is not required to provide the workplace address under the grant. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the grant, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific grant including street address, city, county, state, and zip code:

Check () if there are workplaces on file that are not identified here.
Check () if an additional page was required for the listing of the workplaces.

I declare, under penalty of perjury under the laws of the United States, and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Signature

(Typed Name and Title)

I, _____, certify that I am The School Board of Broward County, Florida, the grantee;

(Position title and organization)

that I who sign this Drug-Free Workplace Certification on behalf of the grantee, do so by the authority given by the Governor of the State of Florida, that such signing is within the scope of my powers.

(Organization name)

Executed on: _____ 200_

ATTACHMENT VI

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature Date

DISCRIMINATION STATEMENT

Public Law 105-220, Sec. 188 Nondiscrimination

(a) *In General.*--

- (1) Federal financial assistance.—For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- (2) Prohibitions of discrimination regarding participation, benefits, and employment.—No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972), national origin, age, disability, or political affiliation or belief.
- (3) Prohibition on assistance for facilities for sectarian instruction or religious worship.—Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- (4) Prohibition on discrimination on basis of participant status.—No person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- (5) Prohibition on discrimination against certain noncitizens.—Participation in programs and activities or receiving funds under this title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The undersigned has read and agreed to the statements described above.

Name and Title of Authorized Representative

Signature Date

The Broward School Readiness Coalition
Budget Allocations

Fiscal Year 2003-2004

ACTI

Services to be Provide
For the Br

ACTI

TITLE	ACTI
Eligibility Services Enrollment	<ul style="list-style-type: none"> <input type="checkbox"/> Use of program specific information placements may include, but is not limited to: <ul style="list-style-type: none"> <input type="checkbox"/> Client Eligibility Determination <input type="checkbox"/> Placement <input type="checkbox"/> Eligibility wait list <input type="checkbox"/> Enrollment Process <input type="checkbox"/> Kid Care application <input type="checkbox"/> Utilization & data <input type="checkbox"/> Data reporting for s <input type="checkbox"/> Use of program specific program placements
Non Direct Services	<ul style="list-style-type: none"> <input type="checkbox"/> Conduct family inventory throughout the school year <input type="checkbox"/> Linking parent/guardian, to goal(s) <ul style="list-style-type: none"> <input type="checkbox"/> Short term/emerg <input type="checkbox"/> Interagency/initia <input type="checkbox"/> Home visitation <input type="checkbox"/> Case management <input type="checkbox"/> Client advocacy
Intervention	<ul style="list-style-type: none"> <input type="checkbox"/> Conduct developmental screening <input type="checkbox"/> Readiness Program. <input type="checkbox"/> Provide training to classroom planning instruction. <input type="checkbox"/> Make referrals to EDLRS <input type="checkbox"/> Conduct hearing and vision <input type="checkbox"/> Provide training to instructors <input type="checkbox"/> Provide dental screening

Category	Base	School Board of Broward County Total Contract	% Of Total Contract
Non-Direct Services Eligibility Determination	97BBD \$ 272,620 97BDE 270,134	\$ 272,620 270,134	3.22% 3.19%
Quality Activities Incentives for Quality Activities*	97Q00 1,390,998 97Q00 182,734	1,390,998 182,734	16.43% 2.16%
Slots: (Total)		6,349,914	75.00%
Working Poor-BG7	97P00 37,620		
Working Poor-BG8	97P00 3,559,194		
Two Parent Family - one Working	97COO 1,658,700		
Gold Seal Payment	97GSD 1,094,400		
Total Allocated	97RSP 8,466,400	\$ 8,466,400	100.00%

	% of Total Slot Dollars
Match-6% of Working Poor-BG8	165,186 1.95%
Match-6% of Two Parent Family - one Working	51,300 0.61%
Parent Fee's	622,080 7.35%

Number of Slots	1,600
-----------------	-------

* Payments for Performance Incentives will be paid as specified in the proposed amendment detail.

Monthly Amt Billed	Billed at Actual Slots Served
\$ 22,718.33	
22,511.17	
115,916.50	6,349,914
\$ 161,146	\$ 6,349,914

MAXIMUM DAILY RATES

Rev 9/27/01 Eff 7/1/02 EXHIBIT C

			FT	PT	PTL
# of hours			5 to 11	3 to < 5	< 3
CENTER	0-12 <i>mo</i>	INF	\$24.00	\$18.00	\$9.00
	13-23 <i>mo</i>	TOD	\$21.60	\$16.20	\$8.10
	24-35 <i>mo</i>	2YR	\$19.60	\$14.70	\$7.35
	37-47 <i>mo</i>	PR3	\$19.00	\$14.20	\$7.13
	48-59 <i>mo</i>	PR4/PR5	\$19.00	\$14.25	\$7.13
	60 <i>mo</i> '	SCH	\$20.00	\$15.00	\$7.50
GOLD SEAL CENTER		INF	\$28.80	\$21.60	\$10.80
		TOD	\$25.92	\$19.44	\$9.72
		2YR	\$23.52	\$17.64	\$8.82
		PR3	\$22.80	\$17.04	\$8.56
		PR4/PR5	\$22.80	\$17.10	\$8.56
		SCH	\$24.00	\$18.00	\$9.00
FDC		INF	\$22.00	\$16.50	\$8.25
		TOD	\$22.00	\$16.50	\$8.25
		2YR	\$21.00	\$15.75	\$7.88
		PR3	\$20.00	\$15.00	\$7.50
		PR4/PR5	\$20.00	\$15.00	\$7.50
		SCH	\$19.80	\$14.85	\$7.43
GOLD SEAL FDC		INF	\$26.40	\$19.80	\$9.90
		TOD	\$26.40	\$19.80	\$9.90
		2YR	\$25.20	\$18.90	\$9.46
		PR3	\$24.00	\$18.00	\$9.00
		PR4/PR5	\$24.00	\$18.00	\$9.00
		SCH	\$23.76	\$17.82	\$8.92
INFORMAL		INF	\$11.00	\$8.25	\$4.13
		TOD	\$11.00	\$8.25	\$4.13
		2YR	\$10.50	\$7.87	\$3.94
		PR3	\$10.00	\$7.50	\$3.75
		PR4/PR5	\$10.00	\$7.50	\$3.75
		SCH	\$9.90	\$7.42	\$3.71

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Program Location Sites-Outcome: One hundred percent (100%) of sites must be identified by July 15, 2003.

Comments: In order for parents to fully exercise parental choice provisions required by Florida law, all usage locations should be sufficiently identified so that information can be disseminated to parents in a timely manner.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. All School Readiness sites selected by School Board.	By July 15, 2003	1
2. All selected sites reported to Coalition.	By July 18, 2003	1

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Collaboration with Central Agency-Outcome: In conjunction with the Coalition's Central Agency, develop a Plan for Coordination of Services pertaining to Eligibility, Enrollment and Waitlist.

Comments: Coordination is pertinent in order to comply with single point of entry and unified waiting list requirements of Florida Statutes, Chapter 411.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Identify individual who will serve as the single contact with one back-up person for emergency purposes.	By July 31, 2003	1
2. Schedule and attend at least three meetings with Central Agency to discuss implementation of a coordinated plan for determination of eligibility, enrollment and a unified waitlist, if consistent with requirements of Florida law.	By December 31, 2003	2
3. Present unified plan to Coalition pertaining to eligibility, enrollment and waitlist.	By December 31, 2003	Follow-up Phase

Incentive Development Process

Quality dollars will be reimbursed on the following schedule:

Phase 1: Definition- All activities completed by October 31, 2003-release of 20% of funds.

Phase 2: Definition- All activities completed by December 31, 2003-release of 50% of funds.

Phase 3: Definition- All activities completed by March 31, 2004-release of 30 % of funds.

Phase 4: Definition- Follow-up phase: The School Board of Broward is committed to the activities that are to be completed after March 31, 2004 through the end of the term of the contract on June 30, 2004 and as required in connection with the annual report due to be submitted 45 days after the end of the contract term for no additional remuneration other than that set forth in the contracts.

Anticipated Use of Quality Dollars

Below is a potential list of expenditures that the quality dollars may be used for. The list of expenses may include, but will not be limited to, the following:

Possible Provider Incentives:

- Incentives for returning developmental screenings
- Mini-grants for supplies
- Educational supplies

Implementation Costs:

- Screening instruments
- Postage
- Printing costs
- Translation costs
- Staff training

Additional Services/Quality Enhancements:

- Provider training
- Dental screenings
- Staffing, i.e. social worker, clerical, data support, Readiness Specialists (to provide additional technical assistance to providers)
- Curriculum materials
- Staff training

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Termination Reasons – Outcome: Implement any appropriate interventions determined by an analysis of baseline data on the reasons why families terminate services.

Comments: This will provide the Broward School Readiness Coalition with baseline data to analyze why families terminate School Readiness services. The School Board will collaborate with Family Central to use like definitions in collecting data for termination reasons.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Pull data and complete an initial and preliminary analysis of the termination report for reporting periods September, October and November and December.	By January 31, 2004	Phase 3
2. Pull data and update the report for reporting periods January, February, March and April analyze the reasons given in both reports and provide a summary of the initial findings.	By April 30, 2004	Phase 3
3. Prepare a summary report based upon the analysis of the reasons given to terminate services that identifies trends, barriers and recommendations for change.	By June 1, 2004	Phase 4

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Primary Health Care – OUTCOME: Eighty percent (80%) of children enrolled in the program will be up-to-date with immunizations and have a health care provider in place by the end of the contract year.

Action Steps	Target Date	Phase
3. Develop processes/protocols for appropriate strategies to assist families to obtain immunizations and a primary health care provider and to track the data.	By October 31, 2003	1
2. Implement the primary health care assistance and tracking process.	By January 30, 2004	2
3. Complete an initial and preliminary analysis of the return date on primary health care to determine if changes/modifications need to be implemented to further improve the process.	By March 31, 2004	3
4. Prepare a summary report for children in the program indicating how many have an up to date immunization record and a primary care provider.	By June 1, 2004	4

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Usage Analysis-Outcome: Develop a Usage Analysis Report to present to the Coalition at the end of the Coalition's Fiscal Year 2003-2004.

Comments: Service numbers should be realistic, reasonable and tailored to meet quality care, while also maximizing funding.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Review service numbers for fiscal year ending 2002-2003 and provide a detailed report to Coalition staff. The report shall include an analysis of the total number of children served; how many children continued in the program for the entire school year and how many children were removed from the program due to financial reasons.	By August 29, 2003	1
2. Interview all preschool sites that will be used for School Readiness services under the terms of this Contract and compile information on the number of seats that each site anticipates will be filled during the term of this Contract.	By August 29, 2003	1
3. Provide Coalition with an analysis of the number of children that will be served in Fiscal Year 2003-2004, based on the numbers.	By November 15, 2003	2
4. Provide an update report.	By December 31, 2003	2
5. Provide a final report.	By June 30, 2004	Follow-up Phase

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Eligibility, Enrollment and Redetermination Training-Outcome: One hundred percent (100%) of School Board employees working with the School Board's School Readiness Program to attend training offered by the Coalition on eligibility, enrollment and redetermination.

Comments: This will ensure that all employees are adequately trained to handle eligibility, enrollment and redetermination.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Provide Coalition staff with names of all School Board School Readiness staff involved with the determination of eligibility, stating their availability to receive training from Coalition.	By July 1, 2003	4
2. Based upon training offered by Coalition, formulate an eligibility, enrollment and redetermination plan that is distributed to all School Readiness sites with instructions that such information should be made available to parents upon request.	By August 1, 2003	2
3. Provide a report to the Coalition showing the names and positions of School Board employees who actually attended training.	By August 1, 2003	2
4. Based upon monitoring that will be performed by Coalition, receive documentation from Coalition that eligibility, enrollment and redetermination is being performed in accordance with training offered by Coalition.	By September 30, 2003	2
5. Provide Coalition results and parent feedback on Mail-in Redetermination and In-Person Redetermination.	By March 31, 2004	2

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Parent Satisfaction/Involvement– Outcome: Eighty percent (80%) of principals, teachers and parents who respond to the surveys will report satisfaction with the services received.

Comments: It is intended that the survey will be comprehensive and have unified elements across School Readiness programs. It will include an enhanced section to determine parent involvement and mail-in recertification. The data collected will be analyzed and will provide valuable information on individual principals, teachers and parents which will then be used to develop strategies to improve the quality of the programs.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Ensure that all surveys are translated into a minimum of three languages, and additional languages as needed.	By December 31, 2003	2
2. Develop a distribution and analysis plan that will include incentives for schools returning surveys.	By December 31, 2003	2
3. Distribute surveys.	By March 31, 2004	3
4. Identify staff to collect, analyze and report on the data.	By March 31, 2004	3
5. Complete a summary report based upon the survey responses that identify trends, barriers and recommendations for change.	By June 1, 2004	4

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Florida First Start

Developmental Screenings

OUTCOME #1: At least eighty-five percent (85%) of children enrolled in Florida First Start will be screened at least once during the contract year.
OUTCOME #2: Of those children who were identified through developmental screenings as needing further evaluation, at least eighty-five percent (85%) will receive follow-up services (further evaluation and/or intervention).

Comments: It is intended that all children whose developmental screening indicates a possible developmental delay will be tracked to ensure that they are referred for more in-depth evaluation and that they receive follow-up services to help them meet their developmental needs.

<u>Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Initiate developmental screening and follow-up protocols.	By October 31, 2003	1
2. Complete an initial and preliminary analysis of the developmental screening and referral return data.	By January 30, 2004	2
3. Complete an initial and preliminary analysis of the effectiveness of the referral and follow-up services process.	By March 31, 2004	3
4. Prepare a summary report for children in the program indicating how many have been screened detailing the number of screens conducted and children needing follow-up.	By June 1, 2004	4

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

School Readiness

Developmental Screenings-

OUTCOME #1: At least one hundred percent (100%) of children enrolled in School Readiness classes will be screened at least once during the contract year.
OUTCOME #2: Of those children who were identified through developmental screenings as needing further evaluations, at least one hundred percent (100%) will receive follow-up services (further evaluation and/or intervention).

Comments: It is intended that all children whose developmental screening indicates a possible developmental delay will be tracked to ensure that they are referred for more in-depth evaluation and that they receive follow-up services to help them meet their developmental needs.

<u>School Board Action Steps</u>		<u>Target Date</u>	<u>Phase</u>
1.	Initiate developmental screening and follow-up protocols.	By October 31, 2003	1
2.	Complete an initial and preliminary analysis of the developmental screening and referral return data.	By January 30, 2004	2
3.	Re-screen children who are flagged on the initial screening to determine which children continue to have delays. Complete a second report of children who are flagged a second time. Continue to monitor child's developmental progress on CDDC Creative Curriculum Developmental Assessment.	By January 31, 2004	3
4.	Complete an initial and preliminary analysis of the effectiveness of the referral and follow-up services process.	By March 31, 2004	3
5.	Refer children who have been flagged twice to school based Child Study Teams. Child Study Teams and parents will determine whether an in depth referral is necessary. (See Section V of Referral Process Guide)	From Jan. 31, 2004 to March 31, 2004	3
6.	Prepare a summary report for children in the program indicating how many have been screened detailing the number of screens conducted and children needing follow-up.	By June 1, 2004	4

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Parent Involvement Plan— Outcome: Eighty-five percent (85%) of School Readiness parents will participate in one or more activities related to their child's education.

Comments: It is intended for parents to enhance their parenting skills, knowledge and understanding of the educational and developmental needs their children.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
5. Distribute a brochure informing parents of what the preschool child should know and be able to do.	By September 30, 2003	1
6. Engage parents as partners in their child's education by updating them of current and useful information through the bulletin board, calendars, newsletters, etc.	By September 30, 2003	1
7. Provide opportunities for parents to participate in the program in activities such as volunteering in the classroom, assisting in the cafeteria and chaperoning during field trips.	By March 31, 2004	3
8. Teachers hold two parent child conferences and make two home visits during the school year to discuss their child's progress and seek parent input.	By March 31, 2004	3
9. Invite parents to attend parenting sessions that may be offered by program staff and/or in their respective communities.	By March 31, 2004	3

Comments: It is intended to provide opportunities for children and families to participate in family literacy activities.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Encourage families to get library cards and use library services frequently.	By December 31, 2003	2
2. Invite parents to an activity focused on "How to Help My Child Learn".	By December 31, 2003	2
3. Send home suggested learning activities for parents to do with their child.	By December 31, 2003	2
4. Share poetry books and journals created by their child with parents	By December 31, 2003	2

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Comments: It is intended to assist parents in becoming their children's advocates as they transition from home to school and into Kindergarten.

School Board Action Steps	Target Date	Phase
1. Teachers hold a mandatory Parent Orientation during the first month of child's attendance to inform parents of respective program and parent responsibilities.	By September 30, 2003	1
2. Provide an initial report that summarizes the number of parents that attended Parent Orientation activities from August-September.	By September 30, 2003	1
3. Develop a summary report analyzing the effectiveness of parent involvement from September-October 31.	By December 31, 2003	2
4. Hold staff/parent meetings to update the parent of their child's progress while enrolled in the School Readiness program.	By March 31, 2004	3
5. Provide parents with information and activity packet to use with their child during the summer in preparation for Kindergarten.	By March 31, 2004	3
6. Prepare a report analyzing the effectiveness of parents attending school activities and its impact on student attendance (i.e. samples of parent activities, comments from teachers and parents)	By March 31, 2004	3

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Attendance Plan— Outcome: Ninety percent (90%) attendance in School Readiness classrooms.

Comments: It is intended to survey and analyze attendance data to determine attendance in our School Readiness program. The data collected will be analyzed and will provide valuable information, which will be used to develop strategies to help attain the goal of 90% classroom attendance in our School Readiness classrooms.

<u>School Board Action Steps</u>		<u>Target Date</u>	<u>Phase</u>
1.	Develop an in-house monthly reporting system which links to school's attendance records highlighting children that have been absent more than 10% of school days.	By September 30, 2003	1
2.	Determine if there is a medical basis for child's absence or significant family crisis.	By September 30, 2003	1
3.	Analyze collected data to see if a pattern exists.	By September 30, 2003	1
4.	Develop a survey for families to find out why they are keeping children home, that includes potential reasons.	By September 30, 2003	1
5.	Develop a summary report for linkage results from Sept. 1-Oct. 31 that identifies trends, patterns and potential reasons for children that have been absent more than 10% of school days.	By October 31, 2003	1

Comments: It is intended to educate parents on the importance of their child attending school every day.

<u>School Board Action Steps</u>		<u>Target Date</u>	<u>Phase</u>
1.	Develop parent meetings focusing on brain development and the importance of child's consistency in attendance and how it is tied to academic performance. Provide handouts and translations for second language speakers.	By September 30, 2003	1
2.	Implement an incentive-based parent involvement program where parents will assist in the classroom at least twice during the school year.	By September 30, 2003	1
3.	Provide a letter for parents to submit to employers regarding parent involvement request. <u>(Cont'd Next Page)</u>	By September 30, 2003	1

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
<u>(Cont'd)</u>		
4. Prepare a report analyzing the effectiveness of educating and involving parents and its impact on student attendance.	By December 31, 2003	2

Comments: It is intended that the community will provide incentives that will reward families who demonstrate good attendance.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Establish a committee to explore options in the community for incentives from large retail stores such as Publix and Target or Certificates for families to redeem at a food distribution program or parent store.	By September 30, 2003	1
2. Establish a point person to link with contact person who is responsible for overall partnerships with School Board with goal of expansion of potential partners to meet the needs of our preschool children.	By September 30, 2003	1
3. Prepare a report on the committees' effectiveness in developing partnerships with local merchants that will participate in the families attendance incentive plan.	By December 31, 2003	2
4. Develop community partnerships for preschool programs at each school for families to receive incentives for good attendance from local community merchants.	By December 31, 2003	2
5. Incentive plan will be distributed to families and posted on parent information board at the school.	By December 31, 2003	2
6. Prepare a report analyzing the effectiveness of the incentive plan and the impact on student attendance.	By March 31, 2004	3

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Comments: It is intended to involve the parent and the child in the plan so that the child would want to go to school and the parent will enjoy receiving an incentive for the child's good attendance.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Design monthly incentive attendance cards to be distributed to each child for self-monitoring of daily attendance with intended goal to achieve highest potential of days in school.	By September 30, 2003	1
2. During circle time each morning, teachers normally take attendance, but an additional step would be added. Children would be able to punch a hole or place a sticker on their attendance card if they were present.	By September 30, 2003	1
3. If the entire attendance card is full of stickers or has all dates hole-punched, the teacher would initial the card and the parent would be able to turn the card in to receive their incentive for that month.	By December 31, 2003	2
4. Prepare a report analyzing the effectiveness of the incentive plan and the impact on student attendance.	By March 31, 2004	3

Comments: It is intended to explore a creative payment schedule to provide discount fees based on attendance.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. Monitoring daily attendance.	By October 31, 2003	1
2. Parents who maintain regular payments according to payment schedule.	By October 31, 2003	1
3. Parent's compliance to initial payment upon child entering school.	By October 31, 2003	1
4. Notification to parents once child has achieved 100% attendance during payment period or for those students with medical conditions who have achieved at least 85% attendance. Parent will receive a fee reduction for the subsequent payment by a percentage that will be predetermined.	By October 31, 2003	1
5. Developing an analyzing report of the feasibility of discount of fees that align with increased attendance.	By March 31, 2004	3

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Comments: It is intended to explore options to extend our hours of operation.

<u>School Board Action Steps</u>	<u>Target Date</u>	<u>Phase</u>
1. A scholarship fund will be established for businesses or other entities to make a financial contribution in support of children who meet the guidelines for attendance and/or for those families who are unable to afford after school care as a result of a family crisis.	By December 31, 2003	2
2. Writing a grant to extend the hours of care.	By December 31, 2003	2
3. Working with Before and After School Coordinator developing a plan for implementation.	By December 31, 2003	2
4. Developing a report that shows relationship between the provision of after school care and increase of attendance throughout the school year.	By March 31, 2004	3
5. Prepare a summary report based upon the total number of students enrolled for 180 days for 100% of the time. Identify trends, barriers and recommendations for change.	By June 1, 2004	4

The School Board of Broward County
PERFORMANCE OUTCOMES 2003-2004

Parent Linkages— Outcome: Seventy-five percent (75%) of clients requesting support services will be successfully linked with one or more providers of support services.

Comments: This will strengthen existing processes and services that currently involve making referrals by going the extra step and verifying that the client was linked and/or received services. The School Board will collaborate with Family Central to use like definitions for consistency in collecting data.

Action Steps	Target Date	Phase
1. Parents complete Preliminary Family Assessment and Parent Interest Survey at enrollment.	By August 25, 2003	2
2. Assessment and surveys are reviewed by Master's Level Social Worker (MSW) or Licensed Clinical Social Worker (LCSW) within 30 days of enrollment. Make necessary referrals. Provide services, etc.	By September 30, 2003	3
3. A Social Worker will follow up with parents/families from assessment and surveys, make necessary referrals and provide the needed services.	By October 31, 2003 (Ongoing)	2
4. A multi-disciplinary screening review with Teacher, Teacher Specialist, MSW and other professional (ESE, Health or Mental Health Specialists) held on every child.	By December 15, 2003	2
5. Parent linkages are reviewed at each screening review. Additional family needs are identified. Children and families identified for mental health or social/emotional needs will be flagged for monitoring and/or in depth follow up.	By December 15, 2003 (Ongoing)	2
6. Social Workers will provide crisis intervention, supportive counseling, behavior management and classroom support as needed.	By December 15, 2003	2
7. A Family Services Record documentation will be kept by each Social Worker (MSW and LCSW's) to track referrals and interventions and to ensure follow up with linkages. (Continued Next Page)	By January 31, 2004	3

AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2003, 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

ASSISTANCE UNLIMITED dba CENTRAL CHARTER SCHOOL
(hereinafter referred to as "CENTRAL")
4525 N. State Road 7
Lauderdale Lakes, FL 33319

WHEREAS, SBBC has contracted with CENTRAL to serve as a provider for the School Readiness Program under that certain contract [referred to hereinafter as "State Contract"] dated July 16, 2003, a copy of which is appended hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, SBBC desires to subcontract with CENTRAL to provide certain services in relation to the contract with Broward School Readiness Coalition;

WHEREAS, SBBC recognizes the advantage of working cooperatively with CENTRAL to increase the number of economically disadvantaged three and four year olds who receive preschool education, and

WHEREAS, CENTRAL has the capability of providing developmentally appropriate preschool education to economically disadvantaged three and four-year olds,

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 **Funding.** SBBC will pay CENTRAL \$19.00 (less required assessed parent fee) for each 10 hour day for each child who is determined eligible as a School Readiness student and who is enrolled in membership and in attendance (not to exceed a combined total of 22) at Central Charter, 4525 N. State Road 7, Lauderdale Lakes, FL. Upon completion of Gold Seal

Accreditation the SBBC will pay \$22.80 per child (less required assessed parent fee). If during the term of this contract the State of Florida reduces the amount the district receives, a pro-rata reduction will be passed on to CENTRAL. Total funding will not exceed \$83,600 for 22 students.

2.02 **Administrative Responsibility.** SBBC will assign a principal to be responsible for reporting the instructional FTE and maintaining necessary audit documentation.

2.03 **Technical Assistance.** SBBC will provide technical assistance to CENTRAL in interpreting and implementing State Statute and School Board policies related to the School Readiness Program.

SBBC will assign support staff to CENTRAL as follows:

Social Worker to promote and enhance parent involvement, and to provide assistance to teachers related to behavior management, home visitation, and social services to families.

Teacher Specialist to provide instructional support and technical assistance, screening review and follow-up.

Administration to monitor program compliance including documentation for collection of FTE, student database and audit requirements, and to coordinate and support the recruitment and enrollment process.

SBBC will provide an orientation and training session for newly hired CENTRAL teachers, and assistants.

2.04 **Dental.** SBBC will provide dental screening and treatment for eligible students enrolled in the program.

2.05 **Program Review/Audit.** SBBC will reserve the right to review the instructional program provided by CENTRAL, and audit records and bookkeeping procedures in compliance with this contract. A 30 day written notice will be given prior to the fiscal audit which will be conducted within 90 days after the end of the contract period. The written notice and the examination will be conducted by SBBC Management Audit Department. Upon completion, a copy of the audit will be provided to CENTRAL. The instructional program review will be completed annually prior to the end of each contract period. CENTRAL will allow appropriate staff of SBBC to formally audit CENTRAL records and bookkeeping procedures and the instructional program in compliance with this contract.

2.06 **Referrals.** SBBC will make proper referrals to Florida Diagnostic & Learning Resources System (FDLRS) and area prekindergarten assessment teams. Children who are eligible under State Board Rules for Exceptional Student Education will be considered for a continuum of placements and services. Appropriate procedures will be utilized to ensure an educational setting which is least restrictive.

2.07 **Inservice.** SBBC will offer inservice training for CENTRAL instructional staff at various days and times throughout the year, including but not limited to training for hearing, vision, and developmental screening.

2.08 **Disputes.** SBBC will refer any complaints or disputes regarding the provision of services which are brought to the attention of SBBC to CENTRAL immediately for proper

action by CENTRAL. Methods of resolution may include informal meetings, mediation, and conferences.

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

2.10 **Budget.** CENTRAL will develop a budget and submit to SBBC within 15 days after execution of this contract providing evidence showing that all of the funding is being spent on direct services. Direct services are defined as: salary/fringe for classroom teacher and paraprofessional, salary/fringe for substitute teacher/aide, instructional materials and supplies, and field trips.

CENTRAL agrees to reimburse SBBC all sums of money which SBBC may be required to reimburse to the State due to any acts or omissions by CENTRAL.

CENTRAL agrees to submit a final disbursement report to SBBC on or before July 25, 2004. Undisbursed funds will be carried forward to be applied to the next fiscal year.

2.11 **Retention of Records.** CENTRAL will retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

2.12 **Legal Compliance.** CENTRAL will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. Said inspections shall be in strict compliance with handicapped accessibility codes, Life Safety 101, Florida State Statute 4A-36 and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to SBBC's representative with the first invoice. Any violations cited in the aforementioned reports shall be abated by CENTRAL within the time limits prescribed by the inspecting agency.

CENTRAL 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.

CENTRAL 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.

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

2.13 **Certificate of Insurance.** CENTRAL will furnish SBBC with a certificate of insurance naming SBBC as an additional insured before August 25, 2003. The coverage shall be provided by the companies licensed to write insurance in the State of Florida in amounts not less than:

Worker's Compensation	Statutory
General Liability	One million dollars (\$1,000,000)
Auto Liability	One million dollars (\$1,000,000)

2.14 **Medically Related Health Services.** CENTRAL will comply with SBBC'S medically related health services practices and procedures; and ensure that release time

is provided to staff to attend medically related health services staff development activities and purchase necessary supplies related to the implementation of the health services practices.

2.15 **Supervision.** CENTRAL will provide administrative supervision and evaluation of the instructional programs and program staff.

2.16 **FTE Documentation.** CENTRAL will provide SBBC's principal responsible for reporting the School Readiness Instructional FTE, with the documentation necessary to generate FTE and to fulfill audit requirements.

CENTRAL will provide demographic and other registration information required as prescribed by SBBC for the computerized statewide student database and any other surveys required by the state. The initial data elements are due at least two weeks prior to the beginning of the FTE count in October. All withdrawals and entries will be kept current throughout the year on a monthly basis.

CENTRAL will report the attendance, including withdrawal and entries, accurately on a monthly basis as directed by the principal who is responsible for reporting the FTE and maintaining audit documentation of the instructional program.

2.17 **Parent Information.** CENTRAL will disseminate information and notify parents/guardians of students at CENTRAL of the availability of training opportunities and parent support groups.

2.18 **Security Clearance.** CENTRAL will have teachers and aides go through SBBC'S security clearance process.

2.19 **Certification.** CENTRAL will complete and submit Preclearance and Intent to Hire forms to SBBC'S Certification Department when filling a teacher vacancy and wait for approval from the Certification Department before hiring a new teacher.

2.20 **Staff.** CENTRAL will provide for each classroom, a teacher and an instructional aide and for each classroom with both disadvantaged and exceptional students, a second instructional aide. The teacher must hold current Florida state certification in either a) prekindergarten/primary, or b) preschool education for classes with School Readiness students. The total class size will not exceed 22 four-year old students and 18 three-year old students per class. The instructional aide will meet statutory requirements for a high school diploma, 20, 10 and 10 hours of DCF child care training (begun within the first 90 days of employment in the preschool class) during the first year of employment in the program and 8 hours each subsequent year. Both will be employed by CENTRAL. Proof of 20, 10 and 10 hours or 8 hour training will be provided to SBBC within 90 days of completion.

2.21 **Substitutes.** CENTRAL will provide a substitute teacher and aide in classes for students according to SBBC policy for each teacher and aide who is not in their designated classroom for one or more days.

2.22 **Communication.** CENTRAL will allow appropriate personnel of SBBC to confer with CENTRAL staff in matters regarding student screening, evaluation, and quality of service.

CENTRAL will allow assigned SBBC support staff access to classroom and student records associated with SBBC School Readiness Programs at all times.

2.23 **Inservice Training.** CENTRAL will provide paid release time annually to the instructional staff to attend inservice training provided by SBBC. Teachers new to the program must be available for a minimum of seven days the first year.

2.24 **Class Size.** CENTRAL will ensure that student/teacher ratios be maintained at 11:1 (four-year old) and 9:1 (three-year old) at all times. Total class size will not exceed 22 four-year old or 18 three year old students per class.

2.25 **Classroom.** CENTRAL will provide an appropriate and separate classroom for each age group with a minimum of 35 square feet per child. Each classroom will include direct access to children's restrooms and running water. CENTRAL will provide daily custodial services to keep classrooms clean and disinfected.

2.26 **Screening.** CENTRAL will provide hearing, developmental and vision screening within 45 days of initial enrollment as well as ongoing assessment for students enrolled in the program. The tools to be used will be specified by SBBC.

2.27 **Home Visits/Conferences.** CENTRAL will provide a minimum of one home visits and two other parent conferences by the child's teacher for each of the students during the school year.

2.28 **Food Services.** CENTRAL will ensure that students are provided with a free breakfast, snack and lunch each day.

2.29 **Program Design.** CENTRAL will provide no less than 200 days of a high quality developmentally appropriate instructional program based on the Creative Curriculum philosophy for School Readiness students for a ten hour day (not to exceed 110 students). Any additional care beyond a 10 hour day, for no less than 200 days, that is needed for the School Readiness student will be between CENTRAL and the parent/guardian. CENTRAL will provide classical music and at least 30 minutes of reading to the children each day in accordance with S.402.25 FS. CENTRAL will provide an environment rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in the children in accordance with S. 402.25, F.S.

2.30 **Enrollment.** CENTRAL will notify SBBC promptly in writing if the number enrolled in the School Readiness program is fewer than those stated.

CENTRAL will return all School Readiness student records to SBBC within 10 days of the student's withdrawal or within 10 days of the last day of school for students, whichever comes first.

2.31 **Progress Reports.** CENTRAL will provide SBBC with periodic progress reports on the program within ten (10) working days after receiving a written request to include client identifiable information, statistics and data on the number of persons served and other such reports and information as may be required by SBBC and Department of Education.

2.32 **Early Release.** CENTRAL will provide six early release days to coincide with SBBC'S approved 2003-2004 calendar and implement a program of staff development activities on those days.

2.33 **Publicity.** CENTRAL will identify SBBC'S role as a provider of instructional services for preschool students in any and all public documents, brochures, videos, and newsletters which are developed for the preschool program.

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

2.35 **Volunteers.** CENTRAL will complete SBBC'S Volunteer Registration Form for every volunteer assisting students and teachers at CENTRAL.

2.36 **Supplemental Materials/Supplies.** CENTRAL will provide adequate supplemental instructional materials and consumable supplies (including food and materials for cooking activities) which are required to provide a developmentally appropriate program for three and four-year-olds.

2.37 **Client Risk Prevention and Incident Reporting:** CENTRAL shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2.38 **Fees.** CENTRAL will collect the fees from enrolling parents of School Readiness students based upon the sliding fee scale established by the Broward County School Readiness Coalition and as required by Section 411.01, Florida Statutes. The amount of the fees will be deducted from CENTRAL monthly payment from SBBC.

2.39 **Method of Payment.** Payment by SBBC to CENTRAL for the ten hour program day will be based upon the number of students enrolled and in attendance minus the amount of parent fees assessed.

Payments by SBBC to CENTRAL will be made in ten installments (August 25, 2003 through June 30, 2004) payable as a now payment after receipt of invoice for the previous month. The total amount payable for the year will not exceed \$83,600. In order to facilitate payment, CENTRAL will provide monthly disbursement reports and documentation of student enrollment and attendance to SBBC to support each monthly invoice.

2.40 **Requirements Under State Contract.** The duties and obligations imposed upon CENTRAL under this Agreement include the performance of services under the State Contract. CENTRAL agrees to compliance with all provisions of the State Contract applicable to the services provided by CENTRAL under this Agreement.

2.41 **Indemnification.**

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

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

2.42 **Independent Contractor.** CENTRAL will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant joint venturer, or partner of the State of Florida.

2.43 **Payments.** Payments by SBBC will be made to:

ASSISTANCE UNLIMITED dba CENTRAL CHARTER SCHOOL
4525 N. State Road 7
Lauderdale Lakes, FL 33319

The above payments are subject to the terms and conditions noted in Article 2.01

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public

documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire,

hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

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

With a Copy to: Carol A. Whitton, School Readiness Coordinator
Child Development Services
600 Southeast Third Avenue, Sixth Floor
Fort Lauderdale, Florida 33301

To Central Charter Rosa J. Lawson, President/CEO
4525 N. State Road 7
Lauderdale Lakes, FL 33319

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

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

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon

the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

The Remainder of this Page is Intentionally Left Blank.


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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

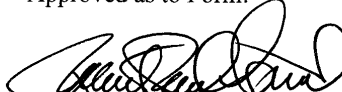


Franklin L. Till, Jr., Superintendent of Schools



By Lois Wexler, Chair

Approved as to Form:



School Board Attorney

FOR CENTRAL

(Corporate Seal)

CENTRAL CHARTER

Rosa J. Lawson
Secretary

By Rosa J. Lawson
Rosa J. Lawson, President/CEO

Printed Name: Rosa J. Lawson

Title: Pres/CEO

-or-

Justine R. Jones
Witness

Justin Y. Lopez
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 23rd day of July, 2003 by Rosa J. Lawson of _____
Name of Person

Central Charter on behalf of the corporation. He/She is personally known to me ~~or produced~~ as identification and ~~did~~ not first take an oath.

Type of Identification

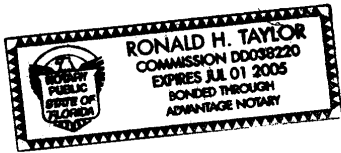
My Commission Expires: 7-1-2005

Ronald H. Taylor
Signature - Notary Public

RONALD H. TAYLOR
Printed Name of Notary

D 0 3 8 2 2 0
Notary's Commission No.

(SEAL)



AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2003, 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

JACK AND JILL CHILDREN'S CENTER, INC.

Formally known as Jack and Jill Nursery, Inc.
(hereinafter referred to as "J&J")
1315 West Broward Boulevard
Ft. Lauderdale, FL 33312

WHEREAS, SBBC has contracted with J&J to serve as a provider for the School Readiness Program under that certain contract [referred to hereinafter as "State Contract"] dated July 16, 2003, a copy of which is appended hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, SBBC desires to subcontract with J&J to provide certain services in relation to the contract with The Broward School Readiness Coalition;

WHEREAS, SBBC recognizes the advantage of working cooperatively with J&J to increase the number of economically disadvantaged three and four year olds who receive preschool education, and

WHEREAS, J&J has the capability of providing developmentally appropriate preschool education to economically disadvantaged three and four-year olds,

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 **Funding.** SBBC will pay J&J \$19.00 (less required assessed parent fee) for each 10 hour day for each child who is determined eligible as a School Readiness student and who is enrolled in membership and in attendance (not to exceed a combined total of 22)

at Jack and Jill, Inc., 1315 W. Broward Blvd., Ft. Lauderdale, FL. Upon completion of the Gold Seal Accreditation, the SBBC will pay \$22.80 per child (less required assessed parent fee). If during the term of this contract the State of Florida reduces the amount the district receives, a pro-rata reduction will be passed on to J&J. Total funding will not exceed \$83,600 for 22 students.

2.02 **Administrative Responsibility.** SBBC will assign a principal to be responsible for reporting the instructional FTE and maintaining necessary audit documentation.

2.03 **Technical Assistance.** SBBC will provide technical assistance to J&J in interpreting and implementing State Statute and School Board policies related to the School Readiness Program.

SBBC will assign support staff to J&J as follows:

Social Worker to promote and enhance parent involvement, and to provide assistance to teachers related to behavior management, home visitation, and social services to families.

Teacher Specialist to provide instructional support and technical assistance, screening review and follow-up.

Administration to monitor program compliance including documentation for collection of FTE, student database and audit requirements, and to coordinate and support the recruitment and enrollment process.

SBBC will provide an orientation and training session for newly hired J&J teachers, and assistants.

2.04 **Dental.** SBBC will provide dental screening and treatment for eligible students enrolled in the program.

2.05 **Program Review/Audit.** SBBC will reserve the right to review the instructional program provided by J&J, and audit records and bookkeeping procedures in compliance with this contract. A 30 day written notice will be given prior to the fiscal audit which will be conducted within 90 days after the end of the contract period. The written notice and the examination will be conducted by SBBC Management Audit Department. Upon completion, a copy of the audit will be provided to J&J. The instructional program review will be completed annually prior to the end of each contract period. J&J will allow appropriate staff of SBBC to formally audit J&J records and bookkeeping procedures and the instructional program in compliance with this contract.

2.06 **Referrals.** SBBC will make proper referrals to Florida Diagnostic & Learning Resources System (FDLRS) and area prekindergarten assessment teams. Children who are eligible under State Board Rules for Exceptional Student Education will be considered for a continuum of placements and services. Appropriate procedures will be utilized to ensure an educational setting which is least restrictive.

2.07 **Inservice.** SBBC will offer inservice training for J&J instructional staff at various days and times throughout the year, including but not limited to training for hearing, vision, and developmental screening.

2.08 **Disputes.** SBBC will refer any complaints or disputes regarding the provision of services which are brought to the attention of SBBC to J&J immediately for proper action by J&J. Methods of resolution may include informal meetings, mediation, and conferences.

2.09 **Volunteer Forms.** SBBC will provide Volunteer Registration Forms to be completed by adults and students volunteering at J&J.

2.10 **Budget.** J&J will develop a budget and submit to SBBC within 15 days after execution of this contract providing evidence showing that all of the funding is being spent on direct services. Direct services are defined as: salary/fringe for classroom teacher and paraprofessional, salary/fringe for substitute teacher/aide, instructional materials and supplies, and field trips.

J&J agrees to reimburse SBBC all sums of money which SBBC may be required to reimburse to the State due to any acts or omissions by J&J.

J&J agrees to submit a final disbursement report to SBBC on or before July 25, 2004. Undisbursed funds will be carried forward to be applied to the next fiscal year.

2.11 **Retention of Records.** J&J will retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

2.12 **Legal Compliance.** J&J will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. Said inspections shall be in strict compliance with handicapped accessibility codes, Life Safety 101, Florida State Statute 4A-36 and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to SBBC's representative with the first invoice. Any violations cited in the aforementioned reports shall be abated by J&J within the time limits prescribed by the inspecting agency.

J&J 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.

J&J 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.

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

2.13 **Certificate of Insurance.** J&J will furnish SBBC with a certificate of insurance naming SBBC as an additional insured before August 18, 2003. The coverage shall be provided by the companies licensed to write insurance in the State of Florida in amounts not less than:

Worker's Compensation	Statutory
General Liability	One million dollars (\$1,000,000)
Auto Liability	One million dollars (\$1,000,000)

2.14 **Medically Related Health Services.** J&J will comply with SBBC'S medically related health services practices and procedures; and ensure that release time is

provided to staff to attend medically related health services staff development activities and purchase necessary supplies related to the implementation of the health services practices.

2.15 **Supervision.** J&J will provide administrative supervision and evaluation of the instructional programs and program staff.

2.16 **FTE Documentation.** J&J will provide SBBC's principal responsible for reporting the School Readiness Instructional FTE, with the documentation necessary to generate FTE and to fulfill audit requirements.

J&J will provide demographic and other registration information required as prescribed by SBBC for the computerized statewide student database and any other surveys required by the state. The initial data elements are due at least two weeks prior to the beginning of the FTE count in October. All withdrawals and entries will be kept current throughout the year on a monthly basis.

J&J will report the attendance, including withdrawal and entries, accurately on a monthly basis as directed by the principal who is responsible for reporting the FTE and maintaining audit documentation of the instructional program.

2.17 **Parent Information.** J&J will disseminate information and notify parents/guardians of students at J&J of the availability of training opportunities and parent support groups.

2.18 **Security Clearance.** J&J will have teachers and aides go through SBBC'S security clearance process.

2.19 **Certification.** J&J will complete and submit Preclearance and Intent to Hire forms to SBBC'S Certification Department when filling a teacher vacancy and wait for approval from the Certification Department before hiring a new teacher.

2.20 **Staff.** J&J will provide for each classroom, a teacher and an instructional aide and for each classroom with both disadvantaged and exceptional students, a second instructional aide. The teacher must hold current Florida state certification in either a) prekindergarten/primary, or b) preschool education for classes with School Readiness students. Total class size will not exceed 22 four-year old students per class and 18 three-year old students per class. The instructional aide will meet statutory requirements for a high school diploma, 20, 10 and 10 hours of DCF child care training (begun within the first 90 days of employment in the preschool class) during the first year of employment in the program and 8 hours each subsequent year. Both will be employed by J&J. Proof of 20, 10 and 10 hours or 8 hour training will be provided to SBBC within 90 days of completion.

2.21 **Substitutes.** J&J will provide a substitute teacher and aide in classes for students according to SBBC policy for each teacher and aide who is not in their designated classroom for one or more days.

2.22 **Communication.** J&J will allow appropriate personnel of SBBC to confer with J&J staff in matters regarding student screening, evaluation, and quality of service.

J&J will allow assigned SBBC support staff access to classroom and student records associated with SBBC School Readiness Programs at all times.

2.23 **Inservice Training.** J&J will provide paid release time annually to the instructional staff to attend inservice training provided by SBBC. Teachers new to the program must be available for a minimum of seven days the first year.

2.24 **Class Size.** J&J will ensure that student/teacher ratios be maintained at 11:1 (four-year olds) and 9:1 (three-year olds) at all times. Group size will not exceed 22 four-year old or 18 three-year old students per class.

2.25 **Classroom.** J&J will provide an appropriate and separate classroom for each group with a minimum of 35square feet per child. Each classroom will include direct access to children's restrooms and running water. J&J will provide daily custodial services to keep classrooms clean and disinfected.

2.26 **Screening.** J&J will provide hearing, developmental and vision screening within 45 days of initial enrollment as well as ongoing assessment for students enrolled in the program. The tools to be used will be specified by SBBC.

2.27 **Home Visits/Conferences.** J&J will provide a minimum of one home visits and two other parent conferences by the child's teacher for each of the students during the school year.

2.28 **Food Services.** J&J will ensure that students are provided with a free breakfast, snack and lunch each day.

2.29 **Program Design.** J&J will provide no less than 200 days of a high quality developmentally appropriate instructional program based on the Creative Curriculum philosophy for School Readiness students for a ten hour day (not to exceed 110 students). Any additional care beyond a 10 hour day, for no less than 200 days, that is needed for the School Readiness student will be between J&J and the parent/guardian. J&J will provide classical music and at least 30 minutes of reading to the children each day in accordance with S.402.25 FS. J&J will provide an environment rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in the children in accordance with S. 402.25, F.S.

2.30 **Enrollment.** J&J will notify SBBC promptly in writing if the number enrolled in the School Readiness program is fewer than those stated.

J&J will return all School Readiness student records to SBBC within 10 days of the student's withdrawal or within 10 days of the last day of school for students, whichever comes first.

2.31 **Progress Reports.** J&J will provide SBBC with periodic progress reports on the program within ten (10) working days after receiving a written request to include client identifiable information, statistics and data on the number of persons served and other such reports and information as may be required by SBBC and Department of Education.

2.32 **Early Release.** J&J will provide six early release days to coincide with SBBC'S approved 2003-2004 calendar and implement a program of staff development activities on those days.

2.33 **Publicity.** J&J will identify SBBC'S role as a provider of instructional services for preschool students in any and all public documents, brochures, videos, and newsletters which are developed for the preschool program.

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

2.35 **Volunteers.** J&J will complete SBBC'S Volunteer Registration Form for every volunteer assisting students and teachers at J&J.

2.36 **Supplemental Materials/Supplies.** J&J will provide adequate supplemental instructional materials and consumable supplies (including food and materials for cooking activities) which are required to provide a developmentally appropriate program for three and four-year-olds.

2.37 **Client Risk Prevention and Incident Reporting:** J&J shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2.38 **Fees.** J&J will collect the fees from enrolling parents of School Readiness students based upon the sliding fee scale established by the Broward County School Readiness Coalition and as required by Section 411.01, Florida Statutes. The amount of the fees will be deducted from J&J monthly payment from SBBC.

2.39 **Method of Payment.** Payment by SBBC to J&J for the ten hour program day will be based upon the number of students enrolled and in attendance minus the amount of parent fees assessed.

Payments by SBBC to J&J will be made in ten installments (August 18, 2003 through June 30, 2004) payable as a now payment after receipt of invoice for the previous month. The total amount payable for the year will not exceed \$83,600. In order to facilitate payment, J&J will provide monthly disbursement reports and documentation of student enrollment and attendance to SBBC to support each monthly invoice.

2.40 **Requirements Under State Contract.** The duties and obligations imposed upon J&J under this Agreement include the performance of services under the State Contract. J&J agrees to compliance with all provisions of the State Contract applicable to the services provided by J&J under this Agreement.

2.41 **Indemnification.**

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

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

2.42 **Independent Contractor.** J&J will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant joint venturer, or partner of the State of Florida.

2.43 **Payments.** Payments by SBBC will be made to:

JACK AND JILL CHILDREN'S CENTER, INC.
1315 West Broward Boulevard
Ft. Lauderdale, FL 33312

The above payments are subject to the terms and conditions noted in Article 2.01

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public

documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

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

With a Copy to: Carol A. Whitton, School Readiness Coordinator
Child Development Services
600 Southeast Third Avenue, Sixth Floor
Fort Lauderdale, Florida 33301

To Jack and Jill Terry Stiles, Chairman of the Board
Children's Center, Inc. 1315 West Broward Boulevard
Ft. Lauderdale, FL 33312

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted J&J as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

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

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

The remainder of this page was intentionally left blank.


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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

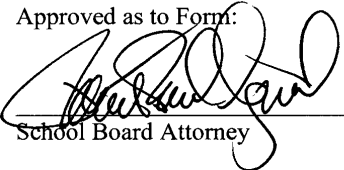
ATTEST:



Franklin L. Till, Jr., Superintendent of Schools

By 

Lois Wexler, Chair

Approved as to Form:


School Board Attorney

FOR J&J

(Corporate Seal)

and
JACK & JILL CHILDREN'S CENTER, Inc.

By Terry Stiles
Terry Stiles, Chairman of the Board

Printed Name: Terry Stiles

Title: President

_____, Secretary

-or-

Witness Lillian Leegang

Witness Ruben Abby

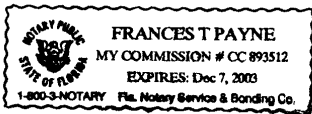
The following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24 day of July, 2003 by Terry Stiles of Jack & Jill Children's Center, Inc. Name of Person
AND He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:



(SEAL)

Frances T. Payne
Signature - Notary Public

FRANCES T. PAYNE
Printed Name of Notary

893512
Notary's Commission No.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 24 day of July, 2003, 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 "NL")

5700 Horizons Lane

Margate, Florida 33060.

WHEREAS, SBBC has contracted with NL to serve as a provider for the School Readiness Program under that certain contract [referred to hereinafter as "State Contract"] dated July 16, 2003, a copy of which is appended hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, SBBC desires to subcontract with NL to provide certain services in relation to the contract with Broward School Readiness Coalition;

WHEREAS, SBBC recognizes the advantage of working cooperatively with NL to increase the number of economically disadvantaged four year olds who receive a prekindergarten education and to increase the number of prekindergarten children with disabilities who receive special education with nondisabled peers, and

WHEREAS, NL has the capability of providing a developmentally appropriate education to economically disadvantaged prekindergarten children and prekindergarten children with disabilities,

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

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Eligibility.** Prekindergarten students with disabilities are determined eligible to attend NL in accordance with meeting the State Board of Education Rules for children with disabilities and are four years of age by September 1, 2003.

2.02 **Administrative Responsibility.** SBBC will assign a principal to be responsible for reporting the instructional FTE and maintaining necessary audit documentation.

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

NL will provide administrative supervision and evaluation of the instructional program and program staff, including providing the school system administrator(s) responsible for reporting the instructional and transportation FTE, with the documentation necessary to generate FTE and to fulfill audit requirements for eligible students with disabilities.

2.03 **Technical Assistance/Staff Training.** SBBC will provide technical assistance to NL in interpreting and implementing State Statute and School Board policies related to the School Readiness Program and related to the eligibility and placement of students with disabilities.

SBBC will assign support staff to NL as follows:

Social Worker to promote and enhance parent involvement, and to provide assistance to teachers related to behavior management, home visitation, and social services to families.

Teacher Specialist to provide instructional support and technical assistance, screening review and follow-up.

Administration to monitor program compliance including documentation for collection of FTE, student database and audit requirements, and to coordinate and support the recruitment and enrollment process.

SBBC will provide an orientation and training session for newly hired NL teachers, and assistants.

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

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

2.04 **Inservice Training.** NL will provide paid release time annually to the instructional staff to attend inservice training provided by SBBC. Teachers new to the program must be available for a minimum of five days the first year.

2.05 **Inservice.** SBBC will offer inservice training for NL instructional staff at various days and times throughout the year, including but not limited to training for hearing, vision, and developmental screening.

2.06 **Dental.** SBBC will provide dental screening and treatment for eligible students enrolled in the program.

2.07 **Program Review/Audit.** SBBC will reserve the right to review the instructional program provided by NL, and audit records and bookkeeping procedures in compliance with this contract. A 30-day written notice will be given prior to the fiscal audit

which will be conducted within 90 days after the end of the contract period. The written notice and the examination will be conducted by SBBC Management Audit Department. Upon completion, a copy of the audit will be provided to NL. The instructional program review will be completed annually prior to the end of each contract period. NL will allow appropriate staff of SBBC to formally audit NL records and bookkeeping procedures and the instructional program in compliance with this contract.

2.08 **Referrals.** SBBC will make proper referrals to Florida Diagnostic & Learning Resources System (FDLRS) and area prekindergarten assessment teams. Children who are eligible under State Board Rules for Exceptional Student Education will be considered for a continuum of placements and services. Appropriate procedures will be utilized to ensure an educational setting which is least restrictive.

2.09 **Screenings/Assessment.** SBBC will organize, coordinate and conduct pre-eligibility screenings and developmental and cognitive assessments on four-year old children prior to their enrollment. in NL and may be eligible for an exceptional education program as specified in Article 2 Section 2.01.

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

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

2.12 **Budget.** NL will develop a budget and submit to SBBC within 15 days after execution of this contract providing evidence showing that all of the funding is being spent on direct services. Direct services are defined as: salary/fringe for classroom teacher and paraprofessional, salary/fringe for substitute teacher/aide, instructional materials and supplies, and field trips.

NL agrees to reimburse SBBC all sums of money which SBBC may be required to reimburse to the State due to any acts or omissions by NL.

NL agrees to submit a final disbursement report to SBBC on or before July 25, 2004. Undisbursed funds will be carried forward to be applied to the next fiscal year.

2.13 **Retention of Records.** NL will retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

2.14 **Legal Compliance.** NL will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. NL 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 disability accessibility codes, Life Safety 101, Florida State Statute 4A-36 and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to SBBC's representative with the first invoice. Any violations cited in the aforementioned reports shall be abated by NL within the time limits prescribed by the inspecting agency.

NL 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.

NL 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.

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

2.15 **Certificate of Insurance.** NL will furnish SBBC with a certificate of insurance naming SBBC as an additional insured before August 25, 2003. The coverage shall be provided by the companies licensed to write insurance in the State of Florida in amounts not less than:

Worker's Compensation	Statutory
General Liability	One million dollars (\$1,000,000)
Auto Liability	One million dollars (\$1,000,000)

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

NL will comply with SBBC'S medically related health services practices and procedures; and ensure that release time is provided to staff to attend medically related health services staff development activities and purchase necessary supplies related to the implementation of the health services practices.

2.17 **Supervision.** NL will provide administrative supervision and evaluation of the instructional programs and program staff.

2.18 **FTE Documentation.** NL will provide SBBC's principal responsible for reporting the School Readiness Instructional FTE, with the documentation necessary to generate FTE and to fulfill audit requirements.

NL will provide demographic and other registration information required as prescribed by SBBC for the computerized statewide student database and any other surveys required by the state. The initial data elements are due at least two weeks prior to the beginning of the FTE count in October. All withdrawals and entries will be kept current throughout the year on a monthly basis.

NL will report the attendance, including withdrawal and entries, accurately on a monthly basis as directed by the principal who is responsible for reporting the FTE and maintaining audit documentation of the instructional program.

2.19 **Attendance/Quarterly Reports.** NL will report the attendance of the students as directed by the principal who is responsible for reporting the FTE and maintaining audit documentation. In addition, quarterly reports on the student's progress in meeting the IEP goals, with the final quarter being the annual summary, shall be developed for each student and maintained at the contracting site for review, upon request, by appropriate school district personnel. The form of the report shall be agreed upon by NL and SBBC.

2.20 **Parent Information/Training.** NL will disseminate information and notify parents/guardians of students at NL of the availability of training opportunities and parent support groups.

2.21 **Special Programs Procedures.** SBBC will provide NL with a current copy of SBBC's Special Programs and Procedures document.

NL 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.

2.22 **Security Clearance.** NL will have teachers and aides go through SBBC'S security clearance process.

2.23 **Teacher Certification.** NL will complete and submit Preclearance and Intent to Hire forms to SBBC'S Certification Department when filling a teacher vacancy and wait for approval from the Certification Department before hiring a new teacher.

NL will provide teachers certified according to State Statutes and Board of Education rules regarding teacher certification, and requirements for special funding for exceptional students.

SBBC if necessary, will provide a waiver approval to out-of-field teachers holding a Florida teaching certificate in areas other than exceptional student education with the authorization of the area superintendents.

2.24 **Staff.** NL will provide for each classroom, a teacher and an instructional aide and for each classroom with both disadvantaged and exceptional students, a second instructional aide. The teacher must hold current Florida state certification in either a) prekindergarten/primary, or b) preschool education for classes with School Readiness students. Total class size will not exceed 22 four-year old students per class and 18 three-year old students per class. The instructional aide will meet statutory requirements for a high school diploma, 20, 10 and 10 hours of DCF child care training (begun within the first 90 days of employment in the preschool class) during the first year of employment in the program and 8 hours each subsequent year. Both will be employed by NL. Proof of 20, 10 and 10 hours or 8-hour training will be provided to SBBC within 90 days of completion.

2.25 **Individual Educational Plan (IEP).** NL will ensure that an IEP with specific educational goals and objectives have been established for each eligible exceptional student 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, NL or the parent/guardian and conducted upon notification to all parties.

NL will ensure that the parents of students eligible for NL are invited to participate in the Eligibility, IEP and Placement staffings and all IEP review meetings.

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

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

NL will provide the transportation department with an updated list of all students with disabilities to be transported containing as a minimum the name, address, telephone number, emergency telephone number and address, and special needs, if any, of the student.

NL will send an attendance register to SBBC indicating by each student with a disability the number of days that student was in attendance for the previous month, in order to facilitate payment for student transportation services provided. The register shall be mailed to: The Department of Pupil Transportation, 3895 NW Tenth Avenue, Ft. Lauderdale, FL 33309.

NL will provide an individual identified by NL and approved by SBBC to be hired to ride a Broward School bus as a School Board employee for the period of time a student is being transported to and from school as specified on the student's IEP.

2.27 **Substitutes.** NL will provide a substitute teacher and aide in classes for students according to SBBC policy for each teacher and aide who is not in their designated classroom for one or more days.

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

NL will allow assigned SBBC support staff access to classroom and student records associated with SBBC School Readiness and Preschool Exceptional Student Education Programs at all times.

2.29 **Early Release.** NL will provide six early release days to coincide with SBBC'S approved 2003-2004 calendar and implement a program of staff development activities on those days as set forth on Exhibit B.

2.30 **Class Size.** NL will ensure that student/teacher ratios are maintained at 11:1 (four-year old students) and 9:1 (three-year old students) at all times. The total class size will not exceed 22 four-year old or 18 three-year old students per class.

2.31 **Classroom/Custodial Services.** NL will provide an appropriate and separate classroom for each age group with a minimum of 35 square feet per student. Each classroom will include direct access to children's restrooms and running water. NL will provide daily custodial services to keep classrooms clean and disinfected.

NL will provide classroom and therapy furniture, equipment, and instructional and evaluation materials and supplies which are developmentally appropriate for prekindergarten students with disabilities.

2.32 **Screening.** NL will provide hearing, developmental and vision screening within 45 days of initial enrollment as well as ongoing assessment for students enrolled in the School Readiness program. The tools to be used will be specified by SBBC.

2.33 **Home Visits/Conferences.** NL will provide a minimum of two home visits and two other parent conferences by the child's teacher for each of the students during the school year.

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

NL will ensure that students are provided with a breakfast, snack and lunch each day.

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

2.35 **Program Design.** NL will provide 200 days of a high quality developmentally appropriate instructional program based on the Creative Curriculum philosophy for School Readiness students for a ten-hour day (not to exceed 46 students). Any additional care beyond a 10 hour day, at least 200 days, that is needed for the School Readiness student will be between NL and the parent/guardian. NL will provide classical music and at least 30 minutes of reading to the children each day in accordance with S.402.25 FS. NL will provide an environment rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in the children in accordance with S. 402.25, F.S.

2.36 **Preschool Exceptional Student Education Program Design.** NL will provide an 180 day instructional program (starting on 8/25/03 and ending on 6/10/04) for eligible prekindergarten four-year old students with disabilities for a minimum of 25 hours per week (unless the vacation schedule prohibits a full week's instruction).

2.37 **Enrollment.** NL will notify SBBC promptly in writing if the number enrolled in the School Readiness program is fewer than those stated.

NL will return all School Readiness student records to SBBC within 10 days of the student's withdrawal or within 10 days of the last day of school for students, whichever comes first.

2.38 **Progress Reports.** NL will provide SBBC with periodic progress reports on the program within ten (10) working days after receiving a written request to include client identifiable information, statistics and data on the number of persons served and other such reports and information as may be required by SBBC and Department of Education.

2.39 **Staffings.** SBBC will provide a person who is qualified to be the designee of the Director of Exceptional Student Education to attend all initial eligibility Individual Educational Plan (hereinafter referred to as "IEP") and placement staffings and reevaluations for potential students with disabilities.

NL will organize, coordinate and conduct initial eligibility, IEP and placement staffings on students who may be eligible exceptional students as defined in Article 2 Section 2.01 and are to be enrolled in NL.

NL will provide a person to attend all initial eligibility IEP and placement staffings for potential students with disabilities as well as all interim IEP reviews and re-evaluation meetings.

2.40 **Early Release.** NL will provide eight early release days to coincide with SBBC'S approved 2003-2004 calendar and implement a program of staff development activities on those days as set forth on Exhibit B.

2.41 **Publicity.** NL will identify SBBC'S role as a provider of instructional services for preschool students in any and all public documents, brochures, videos, and newsletters which are developed for the preschool program.

2.42 **Supplemental Materials/Supplies.** NL will provide adequate supplemental instructional materials and consumable supplies (including food and materials for cooking activities) which are required to provide a developmentally appropriate program for four-year-olds.

2.43 **Client Risk Prevention and Incident Reporting:** NL shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2.44 **Fees/School Readiness.** NL will collect the fees from enrolling parents of School Readiness students based upon the sliding fee scale established by the Broward County School Readiness Coalition and as required by Section 411.01, Florida Statutes. The amount of the fees will be deducted from NL monthly payment from SBBC.

2.45 **Funding and Payment/School Readiness.** SBBC will pay NL \$19.00 (less required assessed parent fee) for each 10 hour day for each child who is determined eligible as a School Readiness student and who is enrolled in membership and in attendance (not to exceed a combined total of 46) at NL, 7540 Southgate Blvd., North Lauderdale (not to exceed 22) and at NL, 2851 N. State Road 7, Coconut Creek (not to exceed 24). Upon completion of Gold Seal Accreditation the SBBC will pay \$22.80 per child (less required assessed parent fee).

If during the term of this contract the State of Florida reduces the amount the district receives, a pro-rata reduction will be passed on to NL. Total funding will not exceed \$174,000 for 46 students.

Payment by SBBC to NL for the ten-hour program day will be based upon the number of students enrolled and in attendance minus the amount of parent fees assessed.

Payments by SBBC to NL will be made in ten installments (September 2003 through June 2004) payable as a now payment after receipt of invoice for the previous month. The total amount payable for the year will not exceed \$174,000. In order to facilitate payment, NL will provide monthly disbursement reports and documentation of student enrollment and attendance to SBBC to support each monthly invoice.

2.46 **Funding and Payment/Exceptional Student Education.** SBBC will pay NL \$9,930 for each student annually (\$4,965 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 NL's special education program during each of the survey periods. A maximum of eight (8) students who are four by September 1, 2003 with disabilities will be enrolled during the contract period. Funding for the five-month period of August 25, 2003 through January 23, 2004 will be based upon attendance during the October survey period and the monthly payment will be one-fifth of the total amount generated for the semester. Funding for the five-month period of February through June will be based on attendance during the February survey period and the monthly payment will be one-fifth of the total amount generated for second semester. Payment will be provided for the instructional program for a maximum of 25 hours per student. This cooperative agreement shall have effect from August 25, 2003 to June 30, 2004.

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 is \$79,440 for eight (8) students.

2.47 **Requirements Under State Contract.** The duties and obligations imposed upon NL under this Agreement include the performance of services under the State Contract. NL agrees to compliance with all provisions of the State Contract applicable to the services provided by NL under this Agreement.

2.48 **Indemnification.**

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

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

2.49 **Independent Contractor.** NL will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant joint venturer, or partner of the State of Florida.

2.50 **Payments.** Payments by SBBC will be made to:

NORTH LAUDERDALE EDUCATIONAL CENTERS, INC.
5700 Horizons Lane
Margate, Florida 33060

The above payments are subject to the terms and conditions noted in Article 2.45 & Article 2.46.

The remainder of this page is intentionally left blank.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

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

With a Copy to: Carol A. Whitton, School Readiness Coordinator
Child Development Services
600 Southeast Third Avenue, Sixth Floor
Fort Lauderdale, Florida 33301

To North Lauderdale Educational Centers, Inc. Alan Wolnek, President
5700 Horizons Lane
Margate, Florida 33060

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

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

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

The remainder of this page is intentionally left blank.

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


FOR SBBC

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By 
Lois Wexler, School Board Chair


Franklin L. Till, Jr., Superintendent of Schools

Approved as to Form:


School Board Attorney

FOR NL

(Corporate Seal)

THE NORTH LAUDERDALE
EDUCATIONAL CENTERS, INC.

ATTEST:

By *Alan Wolnek*
Alan Wolnek, President

, Secretary

Printed Name: Alan Wolnek

Title: C.E.O.

[Signature]
-or-
[Signature]

Witness

Nancy F. Godukoff
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 24 day of
JULY, 2003 by ALAN WOLNEK of
Name of Person

NL on behalf of the corporation. He/She is personally known to me or produced
PERSONALLY KNOWN as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

(SEAL)

PATRICIA M. SOBON
Printed Name of Notary



Notary's Commission No.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2003, 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

RIVERWOOD ENTERPRISES, INC.

(hereinafter referred to as "RIV")
whose principal place of business is
4850 North State Road 7, Lauderdale Lakes, Florida 33319

WHEREAS, SBBC has contracted with RIV to serve as a provider for the School Readiness Program under that certain contract [referred to hereinafter as "State Contract"] dated July 16, 2003, a copy of which is appended hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, SBBC desires to subcontract with RIV to provide certain services in relation to the contract with The Florida Partnership for School Readiness;

WHEREAS, SBBC recognizes the advantage of working cooperatively with RIV to increase the number of economically disadvantaged three and four year olds who receive preschool education, and

WHEREAS, RIV has the capability of providing developmentally appropriate preschool education to economically disadvantaged three and four-year olds,

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 **Funding.** SBBC will pay RIV \$22.80 (less required assessed parent fee) for each 10 hour day for each child who is determined eligible as a School Readiness student and who is enrolled in membership and in attendance (not to exceed a combined total of 114) at

RIVERWOOD at Headway Plaza, 4850 North State Road 7, Lauderdale Lakes, (not to exceed 62) and RIVERWOOD at City Center, 6820 West Sunrise Blvd, Plantation, (not to exceed 52). If during the term of this contract the State of Florida reduces the amount the district receives, a pro-rata reduction will be passed on to RIV. Total funding will not exceed \$519,840 for 114 students.

2.02 **Administrative Responsibility.** SBBC will assign a principal to be responsible for reporting the instructional FTE and maintaining necessary audit documentation.

2.03 **Technical Assistance.** SBBC will provide technical assistance to RIV in interpreting and implementing State Statute and School Board policies related to the School Readiness Program.

SBBC will assign support staff to RIV as follows:

Social Worker to promote and enhance parent involvement, and to provide assistance to teachers related to behavior management, home visitation, and social services to families.

Teacher Specialist to provide instructional support and technical assistance, screening review and follow-up.

Administration to monitor program compliance including documentation for collection of FTE, student database and audit requirements, and to coordinate and support the recruitment and enrollment process.

SBBC will provide an orientation and training session for newly hired RIV teachers, and assistants.

2.04 **Dental.** SBBC will provide dental screening and treatment for eligible students enrolled in the program.

2.05 **Program Review/Audit.** SBBC will reserve the right to review the instructional program provided by RIV, and audit records and bookkeeping procedures in compliance with this contract. A 30 day written notice will be given prior to the fiscal audit which will be conducted within 90 days after the end of the contract period. The written notice and the examination will be conducted by SBBC Management Audit Department. Upon completion, a copy of the audit will be provided to RIV. The instructional program review will be completed annually prior to the end of each contract period. RIV will allow appropriate staff of SBBC to formally audit RIV records and bookkeeping procedures and the instructional program in compliance with this contract.

2.06 **Referrals.** SBBC will make proper referrals to Florida Diagnostic & Learning Resources System (FDLRS) and area prekindergarten assessment teams. Children who are eligible under State Board Rules for Exceptional Student Education will be considered for a continuum of placements and services. Appropriate procedures will be utilized to ensure an educational setting which is least restrictive.

2.07 **Inservice.** SBBC will offer inservice training for RIV instructional staff at various days and times throughout the year, including but not limited to training for hearing, vision, and developmental screening.

2.08 **Disputes.** SBBC will refer any complaints or disputes regarding the provision of services which are brought to the attention of SBBC to RIV immediately for proper action by RIV. Methods of resolution may include informal meetings, mediation, and conferences.

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

2.10 **Budget.** RIV will develop a budget and submit to SBBC within 15 days after execution of this contract providing evidence showing that all of the funding is being spent on direct services. Direct services are defined as: salary/fringe for classroom teacher and paraprofessional, salary/fringe for substitute teacher/aide, instructional materials and supplies, and field trips.

RIV agrees to reimburse SBBC all sums of money which SBBC may be required to reimburse to the State due to any acts or omissions by RIV.

RIV agrees to submit a final disbursement report to SBBC on or before July 25, 2004. Undisbursed funds will be carried forward to be applied to the next fiscal year.

2.11 **Retention of Records.** RIV will retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

2.12 **Legal Compliance.** RIV will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. Said inspections shall be in strict compliance with handicapped accessibility codes, Life Safety 101, Florida State Statute 4A-36 and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to SBBC's representative with the first invoice. Any violations cited in the aforementioned reports shall be abated by RIV within the time limits prescribed by the inspecting agency.

RIV 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.

RIV 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.

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

2.13 **Certificate of Insurance.** RIV will furnish SBBC with a certificate of insurance naming SBBC as an additional insured before August 18, 2003. The coverage shall be provided by the companies licensed to write insurance in the State of Florida in amounts not less than:

Worker's Compensation	Statutory
General Liability	One million dollars (\$1,000,000)
Auto Liability	One million dollars (\$1,000,000)

2.14 **Medically Related Health Services.** RIV will comply with SBBC'S medically related health services practices and procedures; and ensure that release time is provided to staff to attend medically related health services staff development activities and purchase necessary supplies related to the implementation of the health services practices.

2.15 **Supervision.** RIV will provide administrative supervision and evaluation of the instructional programs and program staff.

2.16 **FTE Documentation.** RIV will provide SBBC's principal responsible for reporting the School Readiness Instructional FTE, with the documentation necessary to generate FTE and to fulfill audit requirements.

RIV will provide demographic and other registration information required as prescribed by SBBC for the computerized statewide student database and any other surveys required by the state. The initial data elements are due at least two weeks prior to the beginning of the FTE count in October. All withdrawals and entries will be kept current throughout the year on a monthly basis.

RIV will report the attendance, including withdrawal and entries, accurately on a monthly basis as directed by the principal who is responsible for reporting the FTE and maintaining audit documentation of the instructional program.

2.17 **Parent Information.** RIV will disseminate information and notify parents/guardians of students at RIV of the availability of training opportunities and parent support groups.

2.18 **Security Clearance.** RIV will have teachers and aides go through SBBC'S security clearance process.

2.19 **Certification.** RIV will complete and submit Preclearance and Intent to Hire forms to SBBC'S Certification Department when filling a teacher vacancy and wait for approval from the Certification Department before hiring a new teacher.

2.20 **Staff.** RIV will provide for each classroom, a teacher and an instructional aide and for each classroom with both disadvantaged and exceptional students, a second instructional aide. The teacher must hold current Florida state certification in either a) prekindergarten/primary, or b) preschool education for classes with School Readiness students. The total class size will not exceed 22 four-year old students, and 18 three-year old students per class. The instructional aide will meet statutory requirements for a high school diploma, 20, 10 and 10 hours of DCF child care training (begun within the first 90 days of employment in the preschool class) during the first year of employment in the program and 8 hours each subsequent year. Both will be employed by RIV. Proof of 20, 10 and 10 hours or 8 hour training will be provided to SBBC within 90 days of completion.

2.21 **Substitutes.** RIV will provide a substitute teacher and aide in classes for students according to SBBC policy for each teacher and aide who is not in their designated classroom for one or more days.

2.22 **Communication.** RIV will allow appropriate personnel of SBBC to confer with RIV staff in matters regarding student screening, evaluation, and quality of service.

RIV will allow assigned SBBC support staff access to classroom and student records associated with SBBC School Readiness Programs at all times.

2.23 **Inservice Training.** RIV will provide paid release time annually to the instructional staff to attend inservice training provided by SBBC. Teachers new to the program must be available for a minimum of seven days the first year.

2.24 **Class Size.** RIV will ensure that student/teacher ratios be maintained at 11:1 (four-year olds) and 9:1 (three-year) olds at all times. Group size will not exceed 22 four-year olds or 18 three-year olds in one room.

2.25 **Classroom.** RIV will provide an appropriate and separate classroom for each age group with a minimum of 35 square feet per child. Each classroom will include direct access to children's restrooms and running water. RIV will provide daily custodial services to keep classrooms clean and disinfected.

2.26 **Screening.** RIV will provide hearing, developmental and vision screening within 45 days of initial enrollment as well as ongoing assessment for students enrolled in the program. The tools to be used will be specified by SBBC.

2.27 **Home Visits/Conferences.** RIV will provide a minimum of one home visits and two other parent conferences by the child's teacher for each of the students during the school year.

2.28 **Food Services.** RIV will ensure that students are provided with a free breakfast, snack and lunch each day.

2.29 **Program Design.** RIV will provide at least 200 days of a high quality developmentally appropriate instructional program based on the Creative Curriculum philosophy for School Readiness students for a ten hour day (not to exceed 110 students). Any additional care beyond a 10 hour day, for at least 200 days, that is needed for the School Readiness student will be between RIV and the parent/guardian. RIV will provide classical music and at least 30 minutes of reading to the children each day in accordance with S.402.25 FS. RIV will provide an environment rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in the children in accordance with S. 402.25, F.S.

2.30 **Enrollment.** RIV will notify SBBC promptly in writing if the number enrolled in the School Readiness program is fewer than those stated.

RIV will return all School Readiness student records to SBBC within 10 days of the student's withdrawal or within 10 days of the last day of school for students, whichever comes first.

2.31 **Progress Reports.** RIV will provide SBBC with periodic progress reports on the program within ten (10) working days after receiving a written request to include client identifiable information, statistics and data on the number of persons served and other such reports and information as may be required by SBBC and Department of Education.

2.32 **Early Release.** RIV will provide six early release days to coincide with SBBC'S approved 2003-2004 calendar and implement a program of staff development activities on those days.

2.33 **Publicity.** RIV will identify SBBC'S role as a provider of instructional services for preschool students in any and all public documents, brochures, videos, and newsletters which are developed for the preschool program.

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

2.35 **Volunteers.** RIV will complete SBBC'S Volunteer Registration Form for every volunteer assisting students and teachers at RIV.

2.36 **Supplemental Materials/Supplies.** RIV will provide adequate supplemental instructional materials and consumable supplies (including food and materials for cooking activities) which are required to provide a developmentally appropriate program for three and four-year-olds.

2.37 **Client Risk Prevention and Incident Reporting:** RIV shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2.38 **Fees.** RIV will collect the fees from enrolling parents of School Readiness students based upon the sliding fee scale established by the Broward County School Readiness Coalition and as required by Section 411.01, Florida Statutes. The amount of the fees will be deducted from RIV monthly payment from SBBC.

2.39 **Method of Payment.** Payment by SBBC to RIV for the ten hour program day will be based upon the number of students enrolled and in attendance minus the amount of parent fees assessed.

Payments by SBBC to RIV will be made in ten installments (August 18, 2003 through June 30,2004) payable as a now payment after receipt of invoice for the previous month. The total amount payable for the year will not exceed \$519,840. In order to facilitate payment, RIV will provide monthly disbursement reports and documentation of student enrollment and attendance to SBBC to support each monthly invoice.

2.40 **Requirements Under State Contract.** The duties and obligations imposed upon RIV under this Agreement include the performance of services under the State Contract. RIV agrees to compliance with all provisions of the State Contract applicable to the services provided by RIV under this Agreement.

2.41 **Indemnification.**

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

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

2.42 **Independent Contractor.** RIV will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant joint venturer, or partner of the State of Florida.

2.43 **Payments.** Payments by SBBC will be made to:

RIVERWOOD ENTERPRISES, INC.
351 North State Road 7, Suite 300
Plantation, Florida 33317

The above payments are subject to the terms and conditions noted in Article 2.01

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the

control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

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

With a Copy to: Carol A. Whitton, School Readiness Coordinator
Child Development Services
600 Southeast Third Avenue, Sixth Floor
Fort Lauderdale, Florida 33301

To RIV Enterprises, Inc.: Judy L. Perlin, CEO, Director of Operations
4850 N. State Road 7
Lauderdale Lakes, Florida 33319

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

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

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or

overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

The Remainder of this Page is Intentionall Left Blank.

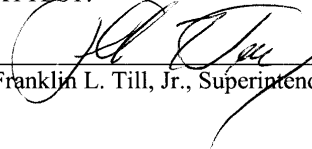
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

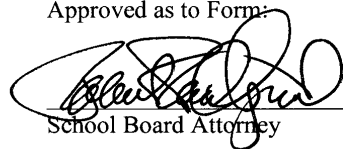
ATTEST:



Franklin L. Till, Jr., Superintendent of Schools

By 

Lois Wexler, Chair

Approved as to Form:


School Board Attorney

FOR RIV

(Corporate Seal)

RIVERWOOD ENTERPRISES, INC.

ATTEST:

By Cory MacNeille
Cory MacNeille, Secretary Treasurer

, Secretary

Printed Name: Cory MacNeille

-or-

Title: Secretary Treasurer

[Signature]
Witness

[Signature]
Witness

The following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of July, 2002 by Cory MacNeille of _____
Name of Person

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

My Commission Expires:



Alyce Strell
Commission # CC 868599
Expires Sep. 1, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
Signature - Notary Public

Alyce Strell
Printed Name of Notary

CC 868599
Notary's Commission No.

(SEAL)

AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2003, 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

YOUTH IMPACT INC.
(hereinafter referred to as "YI")
7343 Davie Road Ext.
Davie, FL 33024

WHEREAS, SBBC has contracted with YI to serve as a provider for the School Readiness Program under that certain contract [referred to hereinafter as "State Contract"] dated July 16, 2003, a copy of which is appended hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, SBBC desires to subcontract with YI to provide certain services in relation to the contract with The Florida Partnership for School Readiness;

WHEREAS, SBBC recognizes the advantage of working cooperatively with YI to increase the number of economically disadvantaged three and four year olds who receive preschool education, and

WHEREAS, YI has the capability of providing developmentally appropriate preschool education to economically disadvantaged three and four-year olds,

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 **Funding.** SBBC will pay YI \$19.00 (less required assessed parent fee) for each 10 hour day for each child who is determined eligible as a School Readiness student and who is enrolled in membership and in attendance (not to exceed a combined total of 40) at Youth Impact Inc., 7343 Davie Rd. Ext., Davie, FL 33024. Upon completion of Gold Seal

Accreditation, the SBBC will pay \$22.80 (less required assessed parent fee). If during the term of this contract the State of Florida reduces the amount the district receives, a pro-rata reduction will be passed on to YI. Total funding will not exceed \$152,000 for 40 students.

2.02 **Administrative Responsibility.** SBBC will assign a principal to be responsible for reporting the instructional FTE and maintaining necessary audit documentation.

2.03 **Technical Assistance.** SBBC will provide technical assistance to YI in interpreting and implementing State Statute and School Board policies related to the School Readiness Program.

SBBC will assign support staff to YI as follows:

Social Worker to promote and enhance parent involvement, and to provide assistance to teachers related to behavior management, home visitation, and social services to families.

Teacher Specialist to provide instructional support and technical assistance, screening review and follow-up.

Administration to monitor program compliance including documentation for collection of FTE, student database and audit requirements, and to coordinate and support the recruitment and enrollment process.

SBBC will provide an orientation and training session for newly hired YI teachers, and assistants.

2.04 **Dental.** SBBC will provide dental screening and treatment for eligible students enrolled in the program.

2.05 **Program Review/Audit.** SBBC will reserve the right to review the instructional program provided by YI, and audit records and bookkeeping procedures in compliance with this contract. A 30 day written notice will be given prior to the fiscal audit which will be conducted within 90 days after the end of the contract period. The written notice and the examination will be conducted by SBBC Management Audit Department. Upon completion, a copy of the audit will be provided to YI. The instructional program review will be completed annually prior to the end of each contract period. YI will allow appropriate staff of SBBC to formally audit YI records and bookkeeping procedures and the instructional program in compliance with this contract.

2.06 **Referrals.** SBBC will make proper referrals to Florida Diagnostic & Learning Resources System (FDLRS) and area prekindergarten assessment teams. Children who are eligible under State Board Rules for Exceptional Student Education will be considered for a continuum of placements and services. Appropriate procedures will be utilized to ensure an educational setting which is least restrictive.

2.07 **Inservice.** SBBC will offer inservice training for YI instructional staff at various days and times throughout the year, including but not limited to training for hearing, vision, and developmental screening.

2.08 **Disputes.** SBBC will refer any complaints or disputes regarding the provision of services which are brought to the attention of SBBC to YI immediately for proper action by YI. Methods of resolution may include informal meetings, mediation, and conferences.

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

2.10 **Budget.** YI will develop a budget and submit to SBBC within 15 days after execution of this contract providing evidence showing that all of the funding is being spent on direct services. Direct services are defined as: salary/fringe for classroom teacher and paraprofessional, salary/fringe for substitute teacher/aide, instructional materials and supplies, and field trips.

YI agrees to reimburse SBBC all sums of money which SBBC may be required to reimburse to the State due to any acts or omissions by YI.

YI agrees to submit a final disbursement report to SBBC on or before July 25, 2004. Undisbursed funds will be carried forward to be applied to the next fiscal year.

2.11 **Retention of Records.** YI will retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

2.12 **Legal Compliance.** YI will secure fire inspections and health, safety and sanitation inspections annually from agencies having jurisdiction. Said inspections shall be in strict compliance with handicapped accessibility codes, Life Safety 101, Florida State Statute 4A-36 and State Requirements for Educational Facilities (SREF). A copy of the annual inspections shall be furnished to SBBC's representative with the first invoice. Any violations cited in the aforementioned reports shall be abated by YI within the time limits prescribed by the inspecting agency.

YI 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.

YI 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.

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

2.13 **Certificate of Insurance.** YI will furnish SBBC with a certificate of insurance naming SBBC as an additional insured before August 18, 2003. The coverage shall be provided by the companies licensed to write insurance in the State of Florida in amounts not less than:

Worker's Compensation	Statutory
General Liability	One million dollars (\$1,000,000)
Auto Liability	One million dollars (\$1,000,000)

2.14 **Medically Related Health Services.** YI will comply with SBBC'S medically related health services practices and procedures; and ensure that release time is provided to staff to attend medically related health services staff development activities and purchase necessary supplies related to the implementation of the health services practices.

2.15 **Supervision.** YI will provide administrative supervision and evaluation of the instructional programs and program staff.

2.16 **FTE Documentation.** YI will provide SBBC's principal responsible for reporting the School Readiness Instructional FTE, with the documentation necessary to generate FTE and to fulfill audit requirements.

YI will provide demographic and other registration information required as prescribed by SBBC for the computerized statewide student database and any other surveys required by the state. The initial data elements are due at least two weeks prior to the beginning of the FTE count in October. All withdrawals and entries will be kept current throughout the year on a monthly basis.

YI will report the attendance, including withdrawal and entries, accurately on a monthly basis as directed by the principal who is responsible for reporting the FTE and maintaining audit documentation of the instructional program.

2.17 **Parent Information.** YI will disseminate information and notify parents/guardians of students at YI of the availability of training opportunities and parent support groups.

2.18 **Security Clearance.** YI will have teachers and aides go through SBBC'S security clearance process.

2.19 **Certification.** YI will complete and submit Preclearance and Intent to Hire forms to SBBC'S Certification Department when filling a teacher vacancy and wait for approval from the Certification Department before hiring a new teacher.

2.20 **Staff.** YI will provide for each classroom, a teacher and an instructional aide and for each classroom with both disadvantaged and exceptional students, a second instructional aide. The teacher must hold current Florida state certification in either a) prekindergarten/primary, or b) preschool education for classes with School Readiness students. The total class size will not exceed 22 four-year old students per class and 18 three-year old students per class. The instructional aide will meet statutory requirements for a high school diploma, 20, 10 and 10 hours of DCF child care training (begun within the first 90 days of employment in the preschool class) during the first year of employment in the program and 8 hours each subsequent year. Both will be employed by YI. Proof of 20, 10 and 10 hours or 8 hour training will be provided to SBBC within 90 days of completion.

2.21 **Substitutes.** YI will provide a substitute teacher and aide in classes for students according to SBBC policy for each teacher and aide who is not in their designated classroom for one or more days.

2.22 **Communication.** YI will allow appropriate personnel of SBBC to confer with YI staff in matters regarding student screening, evaluation, and quality of service.

YI will allow assigned SBBC support staff access to classroom and student records associated with SBBC School Readiness Programs at all times.

2.23 **Inservice Training.** YI will provide paid release time annually to the instructional staff to attend inservice training provided by SBBC. Teachers new to the program must be available for a minimum of seven days the first year.

2.24 **Class Size.** YI will ensure that student/teacher ratios be maintained at 11:1 (four- year olds) and 9:1 (three -year olds) at all times. The total class size will not exceed 22 four-year old or 18 three-year old students per class.

2.25 **Classroom.** YI will provide an appropriate and separate classroom for each age group with a minimum of 35 square feet per child. Each classroom will include direct access to children's restrooms and running water. YI will provide daily custodial services to keep classrooms clean and disinfected.

2.26 **Screening.** YI will provide hearing, developmental and vision screening within 45 days of initial enrollment as well as ongoing assessment for students enrolled in the program. The tools to be used will be specified by SBBC.

2.27 **Home Visits/Conferences.** YI will provide a minimum of one home visits and two other parent conferences by the child's teacher for each of the students during the school year.

2.28 **Food Services.** YI will ensure that students are provided with a free breakfast, snack and lunch each day.

2.29 **Program Design.** YI will provide no less than 200 days of a high quality developmentally appropriate instructional program based on the Creative Curriculum philosophy for School Readiness students for a ten hour day (not to exceed 110 students). Any additional care beyond a 10 hour day, for no less than 200 days, that is needed for the School Readiness student will be between YI and the parent/guardian. YI will provide classical music and at least 30 minutes of reading to the children each day in accordance with S.402.25 FS. YI will provide an environment rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in the children in accordance with S. 402.25, F.S.

2.30 **Enrollment.** YI will notify SBBC promptly in writing if the number enrolled in the School Readiness program is fewer than those stated.

YI will return all School Readiness student records to SBBC within 10 days of the student's withdrawal or within 10 days of the last day of school for students, whichever comes first.

2.31 **Progress Reports.** YI will provide SBBC with periodic progress reports on the program within ten (10) working days after receiving a written request to include client identifiable information, statistics and data on the number of persons served and other such reports and information as may be required by SBBC and Department of Education.

2.32 **Early Release.** YI will provide six early release days to coincide with SBBC'S approved 2003-2004 calendar and implement a program of staff development activities on those days.

2.33 **Publicity.** YI will identify SBBC'S role as a provider of instructional services for preschool students in any and all public documents, brochures, videos, and newsletters which are developed for the preschool program.

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

2.35 **Volunteers.** YI will complete SBBC'S Volunteer Registration Form for every volunteer assisting students and teachers at YI.

2.36 **Supplemental Materials/Supplies.** YI will provide adequate supplemental instructional materials and consumable supplies (including food and materials for cooking activities) which are required to provide a developmentally appropriate program for three and four-year-olds.

2.37 **Client Risk Prevention and Incident Reporting:** YI shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2.38 **Fees.** YI will collect the fees from enrolling parents of School Readiness students based upon the sliding fee scale established by the Broward County School Readiness Coalition and as required by Section 411.01, Florida Statutes. The amount of the fees will be deducted from YI monthly payment from SBBC.

2.39 **Method of Payment.** Payment by SBBC to YI for the ten hour program day will be based upon the number of students enrolled and in attendance minus the amount of parent fees assessed.

Payments by SBBC to YI will be made in ten installments (August 18, 2002 through June 30, 2004) payable as a now payment after receipt of invoice for the previous month. The total amount payable for the year will not exceed \$152,000. In order to facilitate payment, YI will provide monthly disbursement reports and documentation of student enrollment and attendance to SBBC to support each monthly invoice.

2.40 **Requirements Under State Contract.** The duties and obligations imposed upon YI under this Agreement include the performance of services under the State Contract. YI agrees to compliance with all provisions of the State Contract applicable to the services provided by YI under this Agreement.

2.41 **Indemnification.**

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

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

2.42 **Independent Contractor.** YI will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant joint venturer, or partner of the State of Florida.

2.43 **Payments.** Payments by SBBC will be made to:

YOUTH IMPACT INC.
7343 Davie Road Ext.
Davie, FL 33024

The above payments are subject to the terms and conditions noted in Article 2.01

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforcability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

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

With a Copy to: Carol A. Whitton, School Readiness Coordinator
Child Development Services
600 Southeast Third Avenue, Sixth Floor
Fort Lauderdale, Florida 33301

To Youth Impact Inc. Wendi F. Siegel, President
7343 Davie Road Ext.
Davie, FL 33024

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

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

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

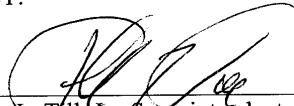
FOR SBBC

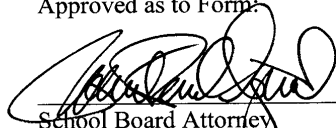
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By 
Lois Wexler, Chair


Franklin L. Till, Jr., Superintendent of Schools

Approved as to Form:

School Board Attorney

FOR YI

(Corporate Seal)

YOUTH IMPACT INC.

By Wendi Siegel EdD
Wendi F. Siegel, President

_____, Secretary

Printed Name: Wendi F Siegel EdD

Title: President

-or-
Patricia M Franco
Witness Patricia M. Franco

Amy Narbut
Witness Amy Narbut

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 Georgia

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 23rd day of July, 2003 by Pat Wendi Faith Siegel of _____
Name of Person

Youth Impact Inc. on behalf of the corporation. He/She is personally known to me or produced FL DL 5240 886499430 as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

Notary Public, Fulton County, Georgia
Commission Expires 08/30/2004

Allene Lewis
Signature - Notary Public

Allene Lewis
Printed Name of Notary

August 30, 2004
Notary's Commission No.

